ရင်းနှီးမြှုပ်နှံမှုဌာနခွဲ-၄
PAT ၏ ဆွေးနွေးချက်၊ ဆုံးဖြတ်ချက်အပေါ် ဆောင်ရွက်မှု

စဉ်	လုပ်ငန်းအမည်	အမျိုးအစား	PAT အကြိမ် နေ့စွဲ	ဆွေးနွေးချက်မှ ပြင်ဆင်ရန် လိုအပ်ချက်	ဆောင်ရွက် ပြီးစီးမှု	အလံအမှတ်
၁	၂	၃	၄	၅	၆	၇
၁။	Convalt Energy (Myanmar) Co., Ltd.	မန္တလေးတိုင်းဒေသကြီး နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် (၁၅၀)မဂ္ဂါဝပ်စီရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေး စက်ရုံများ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း	၁၇/၂၀၁၆ ၉-၅-၂၀၁၆	-ပြည်ပမှတင်သွင်းမည့် စက်နှင့် စက်ပစ္စည်းစာရင်း ပြန်လည်စိစစ်တင်ပြရန်၊	ပြင်ဆင်ပြီး	က
				-ချေးငွေနှင့်ပတ်သက်၍ ချေးငွေစာချုပ်(မူကြမ်း)နှင့်အတူ အတိုးနှုန်းနှင့် ပြန်လည်ပေးဆပ်မည့် အစီအစဉ်တင်ပြရန်၊	ပြင်ဆင်ပြီး	ခ
				-ကုမ္ပဏီ၏ငွေကြေးဆိုင်ရာ ဘဏ်အထောက်အထားတင်ပြရန်၊	ပြင်ဆင်ပြီး	ဂ
				-လုပ်ငန်းနှင့်ပတ်သက်ပြီး စီးပွားရေးရာကော်မတီနှင့် ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံးသို့တင်ပြခွင့်ပြုချက်ရရှိထားသည့် ဆုံးဖြတ်ချက်စာအားတင်ပြရန်။	ပြင်ဆင်ပြီး	ဃ

ကုမ္ပဏီအမည် - Convalt Energy (Myanmar) Co., Ltd.

လုပ်ငန်း - ရခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Convalt Energy (Myanmar) Co., Ltd. မှ မန္တလေးတိုင်းဒေသကြီး နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် B.O.T စနစ်ဖြင့် (၁၅၀) မဂ္ဂါဝပ်စီရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံများ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ

စဉ်	အကြောင်းအရာ	ဆောင်ရွက် သည့် နေ့စွဲ	ပြန်ကြားချက် ရရှိသည့်နေ့စွဲ	ကြာချိန်
၁	အဆိုပြုလွှာ လက်ခံရရှိခြင်း	၇-၄-၂၀၁၆		
၂	သဘောထားမှတ်ချက်တောင်းခံခြင်း			
	(က) မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့	၁၁-၅-၂၀၁၆	၈-၉-၂၀၁၆	၁၂၀ ရက်
	(ခ) သယံဇာတနှင့် သဘာဝ ပတ်ဝန်းကျင် ထိန်းသိမ်းရေး ဝန်ကြီးဌာန	ကုမ္ပဏီမှ EIA အစီရင်ခံစာအား ရေးဆွဲတင်ပြပြီး သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာနမှ အတည်ပြုပြီး ဖြစ်ပါသည်။		
	(ဂ) လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန	၂၈-၇-၂၀၁၆	၁၂-၈-၂၀၁၆	၁၄ ရက်
	(ဃ) မြန်မာနိုင်ငံတော် ဗဟိုဘဏ်	၂၈-၇-၂၀၁၆	၂၃-၈-၂၀၁၆	၂၆ ရက်
၃	PAT (၁၇/၂၀၁၆) သို့ တင်ပြခြင်း	၉-၅-၂၀၁၆		
၄	PAT အစည်းအဝေး ဆုံးဖြတ်ချက်နှင့်အညီ ပြင်ဆင်တင်ပြရန် အကြောင်းကြားခြင်းပြန်ကြားခြင်း	၉-၅-၂၀၁၆		
၅	လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ PAT အစည်းအဝေး ဆုံးဖြတ်ချက်နှင့်အညီ အဆိုပြုချက်အား ပြန်လည်တင်ပြလာခြင်း	၁၂-၈-၂၀၁၆		
၆	ကုမ္ပဏီမှPATအစည်းအဝေးဆုံးဖြတ်ချက်နှင့်အညီ အဆိုပြုချက်အား ပြန်လည်တင်ပြလာခြင်း	၁၂-၈-၂၀၁၆		
၇	ကုမ္ပဏီမှ အဆိုပြုလွှာပေးပို့ခြင်း	၁၂-၁၀-၂၀၁၆		
၈	**စုစုပေါင်းကြာမြင့်ရက်**	၆၀ ရက်		

အကြောင်းအရာ။ ရခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Convalt Energy (Myanmar) Co., Ltd. မှ B.O.T စနစ်ဖြင့် မန္တလေးတိုင်းဒေသကြီး နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် (၁၅၀) မဂ္ဂါဝပ်စီရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံများ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချ ခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ

၁။	ကုမ္ပဏီအမည်/ ကမကထပြုသူ	- Convalt Energy (Myanmar) Co., Ltd. Mr. Hariharan Achuthan
၂။	အဖွဲ့အစည်းပုံသဏ္ဌာန်	- ရခိုင်နှုန်းပြည့်နိုင်ငံခြား ရင်းနှီးမြှုပ်နှံမှု - Convalt Mandalay Solar Pte. Ltd. (စင်ကာပူနိုင်ငံ) ၁၀၀%
၃။	လုပ်ငန်းအမျိုးအစား	- B.O.T စနစ်ဖြင့် မန္တလေးတိုင်းဒေသကြီး နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် (၁၅၀) မဂ္ဂါဝပ်စီရှိသော နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံများ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း
၄။	တည်နေရာနှင့် မြေအကျယ်အဝန်း	(က) မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်၊ ကျားတိုင်-ကန်နီ-ပင်လယ်ကျေးရွာအုပ်စု၊ အကွက်အမှတ် ၃၁၊ ၃၂၊ ၅၅-ခ၊ ၅၂-ခ၊ ၅၄-ခ ရှိ မြေဧရိယာ ၁၀၀၀ ဧကနှင့် (ခ) မန္တလေးတိုင်းဒေသကြီး၊ မိတ္ထီလာခရိုင်၊ သာစည်မြို့နယ်၊ ဝမ်းသာ-ဝက်တိုး ကျေးရွာအုပ်စု၊ အကွက်အမှတ် ၁၆၂၆၊ ၁၆၂၇၊ ၁၆၂၉၊ ၁၆၃၀၊ ၁၆၃၁၊ ၁၆၃၂၊ ၁၆၃၃ ရှိ မြေ ၈၅၀ ဧက
	မြေပိုင်ရှင်	- မန္တလေးတိုင်းဒေသကြီး အစိုးရအဖွဲ့
	မြေငှားရမ်းခ	(က) တစ်ဧကလျှင် တစ်နှစ် US$ ၁၀၀ နှုန်းဖြင့် ဧက ၁၀၀၀ အတွက် နှစ်စဉ်ငှားရမ်းခ US$ ၁၀၀,၀၀၀ (ခ) တစ်ဧကလျှင် တစ်နှစ် US$ ၁၀၀ နှုန်းဖြင့် ဧက ၈၅၀ အတွက် နှစ်စဉ်ငှားရမ်းခ US$ ၈၅,၀၀၀
၅။	စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု	**စုစုပေါင်း** **US$(million)**
	ငွေသား	၆.၀၀
	စက်ပစ္စည်းကိရိယာ(ပြည်ပဝယ်)	၄၇၄.၀၀
	စုစုပေါင်း	**၄၈၀.၀၀**
၆။	ဝင်ငွေရရှိမှုအခြေအနေ(၆နှစ်မြောက်)	ထုတ်လုပ်မည့် လျှပ်စစ်ဓာတ်အား (kWh/year) ၅၉၉,၁၈၄,၀၀၀ ; ဈေးနှုန်း (US$/kWh) ၀.၁၃ ; ရရှိမည့်ဝင်ငွေ US$(million) ၇၇.၈၉၄

၇။	ရောင်းချမည့်နည်းစနစ်	- ပြည်တွင်း ၁၀၀%	
၈။	လုပ်ငန်းသက်တမ်း	- ၃၀ နှစ်	
၉။	တည်ဆောက်ရေးကာလ	- ၃ နှစ်	
၁၀။	ဝန်ထမ်းအင်အား	**မိတ္ထီလာ**	**မြင်းခြံ**
		- ၂၀၂ ဦး (ပြည်တွင်း)	- ၂၀၂ ဦး (ပြည်တွင်း)
		အမြင့်ဆုံးလစာ-US$ ၂,၀၀၀	အမြင့်ဆုံးလစာ-US$ ၂,၀၀၀
		အနိမ့်ဆုံးလစာ-US$ ၃၀၀	အနိမ့်ဆုံးလစာ-US$ ၃၀၀
		- ၃၀ ဦး (ပြည်ပ)	- ၃၀ ဦး (ပြည်ပ)
		အမြင့်ဆုံးလစာ-US$၈,၀၀၀	အမြင့်ဆုံးလစာ-US$၈,၀၀၀
		အနိမ့်ဆုံးလစာ-US$ ၁,၂၀၀	အနိမ့်ဆုံးလစာ- US$ ၁,၂၀၀
၁၁။	(၆)နှစ်မြောက်တွင်		
	ကုမ္ပဏီ၏ဝင်ငွေ	- US$ ၈၁.၇၈၉ သန်း	
	အသုံးစရိတ်	- US$ ၆၉.၃၅၉ သန်း	
	အသားတင်အမြတ်	- US$ ၁၂.၄၃၀ သန်း	
၁၂။	နိုင်ငံတော်မှရရှိမည့် အကျိုးအမြတ် (၆)နှစ်မြောက်		
	ဝင်ငွေခွန်	- US$ ၄.၁၄၃ သန်း	
	ကုန်သွယ်လုပ်ငန်းခွန်	- US$ ၃.၈၉၄ သန်း	
၁၃။	အရင်းကြေကာလ	- ၁၄ နှစ် ၁၀ လ	
	အရင်းအနှီးအပေါ်အကျိုးအမြတ် ပြန်ပေါ်နှုန်း (IRR)	- ၈.၁၃ %	
၁၄။	လျှပ်စစ်ဓာတ်အား (နှစ်စဉ်)	- ၃၀၀,၀၀၀ kWh	
၁၅။	CSR	- Corporate Social Responsibility (CSR) အား အသားတင်အမြတ်၏ ၂% ဆောင်ရွက်မည်ဖြစ်ကြောင်း တင်ပြထားပါသည်။	

ကုမ္ပဏီအမည်	-	Convalt Energy (Myanmar) Co., Ltd.
အဖွဲ့အစည်းပုံသဏ္ဌာန်	-	ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု
လုပ်ငန်းအမျိုးအစား	-	B.O.T စနစ်ဖြင့် (၁၅၀) မဂ္ဂါဝပ်စီရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံများ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း
တည်နေရာ	-	မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်၊ ကျားတိုင်-ကန်နီပင်လယ်ကျေးရွာအုပ်စု၊ အကွက်အမှတ် ၃၁၊ ၃၂၊ ၅၅-ခ၊ ၅၂-ခ၊ ၅၄-ခ ရှိ မြေဧရိယာ ၁၀၀၀ ဧက
	-	မန္တလေးတိုင်းဒေသကြီး၊ မိတ္ထီလာခရိုင်၊ သာစည်မြို့နယ်၊ ဝမ်းသာ-ဝက်တိုးကျေးရွာ အုပ်စု၊ အကွက်အမှတ် ၁၆၂၆၊ ၁၆၂၇၊ ၁၆၂၉၊ ၁၆၃၀၊ ၁၆၃၁၊ ၁၆၃၂၊ ၁၆၃၃ ရှိ မြေ ဧရိယာ ၈၅၀ ဧက
စုစုပေါင်းရင်းနှီးမြှုပ်နှံမှု	-	US$ ၄၈၀ သန်း
ဝန်ဆောင်မှုပေးမည့်စနစ်	-	ပြည်တွင်း ၁၀၀%
လုပ်ငန်းသက်တမ်း	-	၃၀ နှစ်
အရင်းကြေကာလ	-	၁၄ နှစ် ၁၀ လ
IRR	-	၈.၁၃ %

အထက်ပါလုပ်ငန်းဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်၏ Cost & Benefit ကို အောက်ပါဇယားဖြင့် ပြုစုတင်ပြအပ်ပါသည်-

စဥ်	အကြောင်းအရာ	Cost	Benefit
၁	နိုင်ငံ့ဝန်ထမ်း၏လစာ	ကျပ် ၃.၀၀ သန်း (တစ်နှစ်)	
၂	ကုမ္ပဏီမှတ်ပုံတင်ကြေး	-	ကျပ် ၀.၆၇ သန်း
၃	သွင်းကုန်ခွန်ကင်းလွတ်ခွင့်	ကျပ် ၅,၆၈၈.၀၀ သန်း	
၄	ဝင်ငွေခွန်	ကျပ် ၃၀,၁၀၃.၂၀ သန်း	ကျပ် ၁၂၂,၀၆၂.၈၀ သန်း
၅	ကုန်သွယ်လုပ်ငန်းခွန်	ကျပ် ၂၃,၃၇၀.၀၀ သန်း	ကျပ် ၄၆,၇၄၀.၀၀ သန်း
၆	လျှပ်စစ်မီးသုံးစွဲခ		ကျပ် ၉,၈၄၀.၀၀ သန်း
၇	မြေငှားရမ်းခ		ကျပ် ၃,၃၃၀.၀၀ သန်း
၈	လုပ်ခလစာအပေါ် ဝင်ငွေခွန်		ကျပ် ၉၇၂.၀၀ သန်း တစ်နှစ် ဝင်ငွေ ကျပ် ၄.၈ သန်း (ကျပ်လေးဆယ့်ရှစ်သိန်း) ကျော်ပါက အခွန်ပေးရမည့် ဝန်ထမ်း ၂၇၄ ဦး
၉	CSR (၂%)		ကျပ် ၉,၆၇၈.၀၄ သန်း
၁၀	အလုပ်အကိုင် အခွင့်အလမ်း		အမြဲတမ်း ပြည်တွင်း ၄၀၄ ဦး ပြည်တွင်းလုပ်သား၄၀၄ဦးအလုပ်အကိုင်ရရှိမည်ဖြစ်၍ ဒေသအလုပ်အကိုင် အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှုကို အထောက်အကူပြုစေပါသည်။ အလုပ်အကိုင် အခွင့်အလမ်းများ ပိုမိုရရှိစေပြီး ဆင်းရဲနွမ်းပါးမှု လျော့ချရေးကို အထောက်အကူပြုစေနိုင်ပါသည်။
		ကျပ် ၅၉,၁၆၄.၂၀ သန်း	ကျပ် ၁၉၂,၆၂၃.၅၁ သန်း
		၁ း ၃.၂၆	

ယန္တသတ်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊ မရက- ၅(လ)/န-ဝဝဝ/ ၂၀၁၆(၄၈၇)

ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် အောက်တိုဘာလ ၁၈ ရက်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့
တင်ပြသည့် အမှာစာ

အကြောင်းအရာ။ **ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Convalt Energy (Myanmar) Co., Ltd. မှ မန္တလေးတိုင်းဒေသကြီး နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် B.O.T စနစ်ဖြင့် (၁၅၀) မဂ္ဂါဝပ်စီရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံများ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် အဆိုပြု တင်ပြလာခြင်းကိစ္စ**

၁။ စင်ကာပူနိုင်ငံတွင် ဖွဲ့စည်းထားသော Convalt Mandalay Solar Pte. Ltd. မှ ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Convalt Energy (Myanmar) Co., Ltd. တည်ထောင်ပြီး မန္တလေးတိုင်းဒေသကြီး အစိုးရပိုင် မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်၊ ကျားတိုင်-ကန်နီ-ပင်လယ်ကျေးရွာအုပ်စု၊ အကွက်အမှတ် ၃၁၊ ၃၂၊ ၅၅-ခ၊ ၅၂-ခ၊ ၅၄-ခ ရှိ မြေ ၁၀၀၀ ဧကနှင့် မန္တလေးတိုင်းဒေသကြီး၊ မိတ္ထီလာခရိုင်၊ သာစည်မြို့နယ်၊ ဝမ်းသာ-ဝက်တိုးကျေးရွာအုပ်စု၊ အကွက်အမှတ် ၁၆၂၆၊ ၁၆၂၇၊ ၁၆၂၉၊ ၁၆၃၀၊ ၁၆၃၁၊ ၁၆၃၂၊ ၁၆၃၃ ရှိ မြေ ၈၅၀ ဧကတို့တွင် BOT စနစ်ဖြင့် ၁၅၀ မဂ္ဂါဝပ်စီရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံများ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှတစ်ဆင့် အဆိုပြုချက်တင်ပြလာခြင်းအား ၂၀၁၆ ခုနှစ် မေလ ၉ ရက်နေ့တွင် ကျင်းပခဲ့သည့် အဆိုပြုချက် စိစစ်ရေးအဖွဲ့၏ ၁၇/၂၀၁၆ ကြိမ်မြောက် အစည်းအဝေးသို့ တင်ပြခဲ့ပါသည်။

၂။ အဆိုပြုလုပ်ငန်းနှင့်စပ်လျဉ်း၍ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၂၀၁၆ ခုနှစ် ဖေဖော်ဝါရီလ ၁၉ ရက်နေ့ ရက်စွဲပါစာဖြင့် တင်ပြရာတွင် ACO Investment Group LLC နှင့် Convalt Energy LLC တို့သည် မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့နှင့် ၂၀၁၃ ခုနှစ် ဖေဖော်ဝါရီလ ၈ ရက်နေ့တွင် နားလည်မှုစာချွန်လွှာ(MOU)လက်မှတ်ရေးထိုးခဲ့ပြီးဖြစ်ပါသည်။ ပြည်ထောင်စုအစိုးရအဖွဲ့၏ ၂၀၁၄ ခုနှစ် ဇူလိုင်လ ၃၁ ရက် နေ့တွင် ကျင်းပသော အစည်းအဝေးအမှတ်စဉ် (၁၅/၂၀၁၄)၏ သဘောတူခွင့်ပြုချက်ဖြင့် ၂၀၁၄ ခုနှစ် ဩဂုတ်လ ၂၈ ရက်နေ့တွင် သဘောတူညီမှုစာချွန်လွှာ (MOA) ကို လက်မှတ်ရေးထိုးခဲ့ပြီးဖြစ်ပါသည်။

၃။ အဆိုပြုချက်နှင့်အတူ မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်းနှင့် Convalt Energy (Myanmar) Co., Ltd. တို့ချုပ်ဆိုမည့် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်နှင့် ပူးတွဲထားသော

တန်သတ်

လျှပ်စစ်ဓာတ်အား ဝယ်ယူရေးစာချုပ် (Power Purchase Agreement-PPA) နှင့် Convalt Energy (Myanmar) Co., Ltd. နှင့် မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့တို့ ချုပ်ဆိုထားသည့် မြေငှားစာချုပ်တို့ကို တင်ပြထားပါသည်။

၄။ လုပ်ငန်းစီမံကိန်း သက်တမ်းကာလမှာ ၃၀ နှစ်ဖြစ်ပြီး တည်ဆောက်မှုကာလမှာ ၃၆ လ ဖြစ်ပါသည်။

၅။ မန္တလေးတိုင်းဒေသကြီးအစိုးရနှင့် Convalt Energy (Myanmar) Co., Ltd. တို့ ချုပ်ဆိုထားသည့် မြေငှားစာချုပ် ၂ ရပ်အပေါ် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်ပူးတွဲတင်ပြထားပါသည်။ အဆိုပါ သဘောထားမှတ်ချက်နှင့်အညီ မန္တလေးတိုင်း ဒေသကြီး အစိုးရနှင့် Convalt Energy (Myanmar) Co., Ltd. တို့အကြား မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံ ခရိုင်၊ နဘူးအိုင် ဒေသရှိ မြေဧရိယာ ၁၀၀၀ ဧကနှင့် မိတ္ထီလာခရိုင်၊ ဝမ်းတွင်းဒေသရှိ မြေဧရိယာ ၈၅၀ ဧကတို့အား ငှားရမ်းဆောင်ရွက်ခွင့်အတွက် ၂၀၁၆ ခုနှစ် မတ်လ ၈ ရက်နေ့တွင် မြေငှားစာချုပ်လက်မှတ်ရေးထိုးခဲ့ပြီး ယင်းသဘောတူစာချုပ်များပါ အဓိကအချက်များမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

(က) ငှားရမ်းကာလသည် စတင်သည့် ကာလတွက်နှင့် ပြီးဆုံးသည့်နေ့စွဲပါဝင်ပြီး၊ ကုန်ဆုံးသည့်ကာလများအတွက် ဖြစ်ရမည်။ သို့သော် ပြီးဆုံးသည့်နေ့မှ အနှစ် သုံးဆယ် (၃၀) (ကနဦးကာလ)ကျသောနေ့မပါဝင်ပါ။ ငှားရမ်းကာလသည် ၁၅ (ဆယ့်ငါး)နှစ် အသီးသီးဖြစ်သော နောက်ထပ်ကာလ (တိုးမြှင့်ကာလအသီးသီး) နှစ်ခု အတွက် အလို အလျောက်တိုးမြှင့်ရမည်။စုစုပေါင်းငှားရမ်းကာလအနှစ် ခြောက်ဆယ် (၆၀) ဖြစ်ရမည်။ **(အပိုဒ် ၆.၁)**

(ခ) မြေငှားရမ်းခနှုန်းထားမှာ တစ်ဧကလျှင် တစ်နှစ်၊ အမေရိကန်ဒေါ်လာ ၁၀၀ နှုန်းဖြင့် စီမံကိန်းအတွက် လိုအပ်သော ဧက ၁၀၀၀ အတွက် နှစ်စဉ် ငှားရမ်းခ စုစုပေါင်း US$ ၁၀၀,၀၀၀ ကို ငှားရမ်းကာလအတွင်း နှစ်တိုင်း၏ ဇန်နဝါရီလ ၃၁ ရက် နေ့တွင် ပေးသွင်းရမည်။ **(အပိုဒ်၇)**(မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ နဘူးအိုင်ဒေသရှိ ဧက ၁၀၀၀ မြေနေရာ)

ငှားရမ်းခမှာ တစ်ဧကလျှင် တစ်နှစ်၊ အမေရိကန်ဒေါ်လာ ၁၀၀ နှုန်းဖြင့် စီမံကိန်းအတွက် လိုအပ်သော ဧက ၈၅၀ အတွက် ငှားရမ်းခ စုစုပေါင်း US $ ၈၅,၀၀၀ ကို ငှားရမ်းကာလအတွင်း နှစ်တိုင်း၏ ဇန်နဝါရီလ ၃၁ ရက်နေ့တွင် ပေးသွင်းရမည်။ **(အပိုဒ် ၇)** (မန္တလေးတိုင်းဒေသကြီး၊ မိတ္ထီလာခရိုင်၊ ဝမ်းတွင်းဒေသရှိ ဧက ၈၅၀ မြေနေရာ)

၆။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၊ မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်းနှင့် Convalt Energy (Myanmar) Co., Ltd. တို့ချုပ်ဆိုမည့် Power Purchase Agreement (နဘူးအိုင်ဒေသ) ပါ အဓိက အချက်များမှာ တစ်ဘက်ပါအတိုင်း ဖြစ်ပါသည်-

(က) စာချုပ်သက်တမ်း ကာလသည် အဆိုပြုလုပ်ငန်း ပထမအဆင့်၏ ထုတ်လုပ်မှု စတင်သောနေ့ရက်မှ ၃၀ နှစ် အထိဖြစ်ပါသည်။ **(အပိုဒ်-၂-၁)**

(ခ) စာချုပ်သက်တမ်း တိုးမြှင့်ခြင်းအတွက် နှစ်ဦးနှစ်ဘက် သဘောတူညီချက်အရတိုးမြှင့်နိုင်ပါသည်။ စာချုပ်သက်တမ်းကုန်ဆုံးပါကကုမ္ပဏီမှ စီမံကိန်းလုပ်ငန်းနေရာရှိ လုပ်ငန်းသုံးပစ္စည်းများအားလုံးကို ဖယ်ရှားပေးမည်ဖြစ်သည်။ စာချုပ်သက်တမ်းတိုးမြှင့်လိုပါက ကုမ္ပဏီနှင့် မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်းအနေဖြင့် ၂၄ လ ကြိုတင်ညှိနှိုင်းရမည်။ **(အပိုဒ်-၂-၃)**

(ဂ) စာချုပ်သက်တမ်းအတွင်း ကုမ္ပဏီမှ ထွက်ရှိသည့် လျှပ်စစ်ဓာတ်အားကို မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်းသို့ ရောင်းချရမည်။ **(အပိုဒ်-၅-၃-က)**

(ဃ) စာချုပ်သက်တမ်းကာလအတွင်း လျှပ်စစ်ဓာတ်အားခအနေဖြင့် တစ်ကီလိုဝပ်နာရီလျှင် အမေရိကန်ဒေါ်လာ ၀.၀၂၇၅ နှုန်းဖြင့် ချုပ်ဆိုသွားမည်ဖြစ်သည်။ **(အပိုဒ်-၆-၁)**

၇။ လုပ်ငန်း၏ စုစုပေါင်းမတည်ငွေရင်းပမာဏမှာ ချေးငွေ US$ ၃၃၆ သန်းအပါအဝင် US$ ၄၈၀ သန်း ဖြစ်ပြီး ငွေသား US$ ၆ သန်းနှင့် စက်နှင့်စက်ပစ္စည်းတန်ဖိုး US$ ၄၇၄ သန်းတို့ ဖြစ်ပါသည်။ ချေးငွေ US$ ၃၃၆ သန်းကို တစ်နှစ်လျှင် အတိုးနှုန်း ၆.၅% ဖြင့် ၂၀ နှစ်အတွင်း ပေးဆပ်မည်ဖြစ်ပါသည်။

၈။ လုပ်ငန်းဆောင်ရွက်ရန်အတွက် ပြည်တွင်းဝန်ထမ်း ၄၀၄ ဦးနှင့် ပြည်ပဝန်ထမ်း ၆၀ ဦးခန့်ထားမည်ဖြစ်ပါသည်။ ပြည်တွင်းဝန်ထမ်းတစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ US$ ၃၀၀ နှင့် အမြင့်ဆုံးလစာမှာ US$ ၂,၀၀၀ ဖြစ်ပါသည်။ ပြည်ပဝန်ထမ်းတစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ US$ ၁,၂၀၀ ဖြစ်ပြီး အမြင့်ဆုံးလစာမှာ US$ ၈,၀၀၀ ဖြစ်ပါသည်။

၉။ အဆိုပြုလုပ်ငန်းမှ ထုတ်လုပ်သောလျှပ်စစ်ဓါတ်အားကို ဌာနသို့ ၁၀၀% ရောင်းချမည်ဖြစ်ပြီး ထုတ်လုပ်မှုမှာ ပုံမှန်နှစ် (၆) နှစ်မြောက်တွင် ကီလိုဝပ်နာရီသန်းပေါင်း ၅၉၉.၁၈၄ ဖြစ်ပြီး ရောင်းချမည့်စျေးနှုန်းမှာ တစ်ကီလိုဝပ်နာရီလျှင် US$၀.၀၂၇၅ ဖြစ်ပါသည်။

၁၀။ ဤလုပ်ငန်းကို ဆောင်ရွက်ခြင်းဖြင့် ၆ နှစ်မြောက်တွင် ရရှိမည့် ကုမ္ပဏီ၏ ဝင်ငွေနှင့် အသုံးစရိတ် ခန့်မှန်းခြေမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

			US$ (သန်း)
(က)	ဝင်ငွေ	-	၈၁.၇၈၉
(ခ)	အသုံးစရိတ်	-	၆၉.၃၅၉
(ဂ)	အသားတင်အမြတ်	-	၁၂.၄၃၀

၁၁။ ဤလုပ်ငန်းကို ဆောင်ရွက်ခြင်းဖြင့် နိုင်ငံတော်မှ ၆ နှစ်မြောက်တွင် ရရှိမည့်အကျိုးအမြတ် ခန့်မှန်းခြေမှာ ဝင်ငွေခွန် US$ ၄.၁၄၃ သန်း နှင့် ကုန်သွယ် လုပ်ငန်းခွန် US$ ၃.၈၉၄ သန်း ရရှိမည်

ဖြစ်ပါသည်။ လုပ်ငန်း၏အရင်းကြေကာလမှာ ၁၄ နှစ် ၁၀ လ ဖြစ်ပြီး အရင်းအနှီးအပေါ် အကျိုးအမြတ်ပြန်ပေါ်နှုန်း IRR မှာ ၈.၁၃% ဖြစ်ပါသည်။

၁၂။ ယင်းအဆိုပြုလုပ်ငန်းနှင့်စပ်လျဉ်း၍သက်ဆိုင်ရာဌာန၊ အဖွဲ့အစည်းများသို့ သဘောထားများတောင်းခံခဲ့ရာ အောက်ပါအတိုင်း ပြန်ကြားလာပါသည်-

(က) **မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့** **(နောက်ဆက်တွဲ-က)**

(၁) အဆိုပြုလုပ်ငန်း ဆောင်ရွက်မှုသည် မြို့ပြစီမံကိန်းများကို ထိခိုက်မှုမရှိပါကြောင်း။

(၂) မြင်းခြံမြို့နယ် မြေရေိယာ (၁၀၀၀)ဧကတွင် ကျေးရွာအုပ်စု (၄)အုပ်စု (ကျားတိုင်၊ ကန်နီ၊ ပင်လယ်၊ ပျော့ကျေးရွာအုပ်စု) အတွင်းကျရောက်သောကြောင့် ၎င်းကျေးရွာအုပ်စု ကျေးရွာသူ၊ ကျေးရွာ သားများအတွက် အလုပ်အကိုင် အခွင့်အလမ်းများ ရရှိနိုင်ပြီး ဒေသဖွံ့ဖြိုး တိုးတက်မှုအတွက် အထောက်အကူဖြစ်နိုင်ကြောင်းနှင့် သာစည်မြို့နယ် မြေဧရိယာ (၈၅၀) ဧကတွင် ကျေးရွာအုပ်စု (၂)အုပ်စု (ဝက်တိုး၊ ဝမ်းသာကျေးရွာအုပ်စု) အတွင်း ကျရောက်ပြီး နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်ဖွင့်လှစ်မည်ဖြစ်သောကြောင့် အလုပ်အကိုင်အခွင့်အလမ်းများရရှိလာနိုင်မည်ဖြစ်သည့်အပြင် လျှပ်စစ်မီးရရှိလာသည်နှင့်အမျှ အသေးစား၊ အလတ်စား စီးပွားရေး လုပ်ငန်းများ လုပ်ကိုင်လာနိုင်မည်ဖြစ်ကြောင်း။

(၃) ဒေသခံတောင်သူများ၏ စိုက်ပျိုးလုပ်ကိုင်နိုင်သည့် မြေနေရာမဟုတ်ခြင်း ဒေသခံများ အတွက် အလုပ်အကိုင် အခွင့်အလမ်းများ ရရှိနိုင်ခြင်းတို့ကြောင့် ဒေသခံများ၏ လူမှုရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းမှုတို့အရ လက်ခံနိုင်မှု ရှိကြောင်း။

(၄) အဆိုပြုမြေနေရာများသည် ရေခက်ခဲမှုရှိခြင်း၊ စိုက်ပျိုးမြေအဖြစ် အသုံးပြုရန် အကျိုးဖြစ်ထွန်းမှုမရှိခြင်းတို့ကြောင့် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်အသုံးပြုနိုင်သည့် မြေနေရာဖြစ်ကြောင်းနှင့် လုပ်ငန်းများဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ထိခိုက်မှု ဆန်းစစ်ခြင်း အစီရင်ခံစာ စိစစ်သုံးသပ်ရေးအဖွဲ့မှ အတည်ပြုသဘောတူသည့် ESIA အစီရင်ခံစာပါ အချက်အလက်များအတိုင်း လိုက်နာ ဆောင်ရွက်မည်ဆိုပါက ကန့်ကွက်ရန်မရှိပါကြောင်း သဘောထားပြန်ကြားထားပါသည်။

(ခ) **သယံဇာတနှင့်သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန**

သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန၏သဘောထားမှတ်ချက်နှင့်အညီ ကုမ္ပဏီမှ (Environmental Impact Assessment - EIA) အစီ

ရင်ခံစာအား ရေးဆွဲတင်ပြပြီး သယံဇာတနှင့် သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေး ဝန်ကြီးဌာနမှ အတည်ပြုပြီးဖြစ်ပါသည်။

(ဂ) **လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန** **(နောက်ဆက်တွဲ-ဂ)**

အဆိုပြုလုပ်ငန်းနှင့် စပ်လျဉ်း၍ တစ်ဘက်ပါ ပူးတွဲအချက်များနှင့် စပ်လျဉ်း၍ ပြည့်စုံစွာ ပြန်လည်ပြုစု၍ထောက်ခံကြောင်း ၂၀၁၆ ခုနှစ် ဩဂုတ်လ ၁၂ ရက်နေ့ ရက်စွဲပါစာဖြင့် ပြန်လည်တင်ပြလာပါသည်-

(၁) ပြည်ပမှ တင်သွင်းမည့် စက်နှင့် စက်ပစ္စည်းစာရင်း

(၂) ချေးငွေစာချုပ် (မူကြမ်း)၊ အတိုးနှုန်းနှင့် ပြန်လည်ပေးဆပ်မည့် အစီအစဉ်

(၃) ကုမ္ပဏီ၏ ငွေကြေးဆိုင်ရာ ဘဏ်အထောက်အထား

(၄) ဓာတ်အား ဝယ်ယူရေးစာချုပ် ချုပ်ဆိုခြင်းအပေါ် စီးပွားရေးရာ ကော်မတီနှင့် ပြည်ထောင်စု အစိုးရအဖွဲ့ရုံး၏ ခွင့်ပြုချက်

(ဃ) မြန်မာနိုင်ငံတော်ဗဟိုဘဏ် **(နောက်ဆက်တွဲ-ဂ)**

(၁) ရင်းနှီးမြှုပ်နှံမှုစုစုပေါင်း အမေရိကန်ဒေါ်လာ၄၈၀သန်းတွင် ချေးငွေ အမေရိကန်ဒေါ်လာ ၃၃၆ သန်းရှိ၍ ရှယ်ယာရှင်များ၏ ထည့်ဝင်မှု အမေရိကန်ဒေါ်လာ ၁၄၄ သန်း ပါဝင်မည်ဖြစ်ရာ Debt to Equity Ratio မှာ 2.33:1 ဖြစ်၍ သင့်ပါကြောင်း။

(၂) ချေးငွေအပေါ်အတိုးနှုန်း (Applicable Rate) မှာ Acceptance Date မတိုင်မီတွင် LIBOR + 5.5% (p.a) နှင့် Acceptance Date စေ့သည့်နေ့နှင့် နောက်ပိုင်းကာလတွင် LIBOR + 3.5% (p.a) + swap/IRS အတွက် 2.5%(p.a) ထပ်ဆောင်းကောက်ခံမည်ဖြစ်၍ အတိုးနှုန်းမှာ LIBOR +6% (p.a) ဖြစ်ကြောင်း LIBOR Rate ကိုလည်း ၁ လ၊ ၃ လ၊ ၆ လ နှင့် ၁၂ လ တို့အတွက် အတိုးနှုန်းများအနက် မည်သည့်ကာလအတွက် အတိုးနှုန်းဖြစ်သည်ကိုဖော်ပြရန်လိုပါကြောင်း။

(၃) ချေးငွေပမာဏမှာ အမေရိကန်ဒေါ်လာ ၃၃၆ သန်း ဖြစ်ပြီး အတိုးနှုန်းနှင့် ချေးငွေအရင်းပြန်ဆပ်ခြင်းကို အမေရိကန်ဒေါ်လာဖြင့် ပြန်ဆပ်ရမည်ဖြစ်ရာ ငွေချေးယူ၍ ရင်းနှီးမြှုပ်နှံသူ Convalt Energy (Myanmar) Co., Ltd. သည် ချေးငွေ ပြန်ဆပ်ရန် လုံလောက်သော နိုင်ငံခြားငွေဖြင့် ဝင်ငွေရှိ/မရှိ သိရှိရန်လိုပါကြောင်း။

၁၃။ ငွေကြေးအထောက်အထားအဖြစ် Convalt Energy (Myanmar) Co., Ltd. အမည်ဖြင့် OCBC Bank (Myanmar) တွင် ၂၀၁၆ ခုနှစ် စက်တင်ဘာလ ၃၀ ရက်နေ့ရက်စွဲဖြင့် အမေရိကန်ဒေါ်လာ ၁,၆၂၄.၈၈ ဖြင့်လည်းကောင်း၊ ကျပ်ငွေ ၁၀,၄၇၀,၅၀၀.၀၀ ဖြင့်လည်းကောင်း တင်ပြထားပါသည်။

၁၄။ Convalt Energy (Myanmar) Co., Ltd. မှ ဝန်ထမ်းများအတွက် သက်သာ ချောင်ချိရေး အစီအစဉ်၊ ပတ်ဝန်းကျင်ထိန်းသိမ်းကာကွယ်မှုအစီအစဉ်နှင့် လူမှုရပ်ရွာအကျိုးပြုမှုအစီအစဉ် အဖြစ် Corporate Social Responsibility အဖြစ် လုပ်ငန်း၏ နှစ်စဉ်အသားတင် အမြတ်ငွေ၏ ၂ % ကို သုံးစွဲမည် ဖြစ်ပါကြောင်း တင်ပြထားပါသည်။

၁၅။ နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေပါ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားခွင့်ပြုပါရန် တင်ပြထားပါသည်။

၁၆။ အဆိုပြုလုပ်ငန်းနှင့်စပ်လျဉ်း၍ အောက်ပါအတိုင်း စိစစ်တင်ပြအပ်ပါသည်-

(က) အဆိုပြုချက်တွင် ပါဝင်သော မြေအသုံးချမှုနှင့်စပ်လျဉ်း၍ မြေငှားရမ်းခွင့်ရှိသူ မန္တလေးတိုင်း ဒေသကြီးအစိုးရအဖွဲ့မှ လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက်ဆောင်ရွက်သွားရန်ဖြစ်ပါသည်။

(ခ) ငှားရမ်းကာလသည် ကနဦး နှစ် ၃၀ ဖြစ်ပြီး သက်တမ်းတိုးကာလသည် ၁၅ နှစ် (နှစ်ကြိမ်)ဖြစ်ကြောင်း၊ စုစုပေါင်းငှားရမ်းကာလ နှစ်ခြောက်ဆယ် (၆၀) ဖြစ်ကြောင်း တင်ပြထားပါသည်။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ အခန်း (၁၄)၊ အပိုဒ် ၃၂ အရ သက်တမ်းတိုး ၁၀ နှစ် ၂ ကြိမ်သာ တိုးမြှင့်ပေးနိုင်မည်ဖြစ်သဖြင့် မြေငှားစာချုပ် သက်တမ်းအား ကနဦး နှစ် (၄၀)နှင့် သက်တမ်းတိုး (၁၀)နှစ် နှစ်ကြိမ် ပြင်ဆင်ချုပ်ဆို တင်ပြရန် လိုပါသည်။

(ဂ) စီမံကိန်းပထမအဆင့်အဖြစ် နဘူးအိုင်(မြင်းခြံ)နှင့် ဝမ်းတွင်း (မိတ္ထီလာ)တို့တွင် ၁၀၀ မဂ္ဂါဝပ်စီနှင့် ဒုတိယအဆင့်အနေဖြင့် ၅၀ မဂ္ဂါဝပ်စီဖြင့် အဆင့် ၂ ဆင့်ခွဲ၍ တည်ဆောက်သွားမည်ဖြစ်ပါသည်။

(ဃ) အဆိုပါ နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ ၂ ခုတို့မှ ထွက်ရှိမည့် ဓာတ်အားကို ဓာတ်အားစနစ်ဖြင့် ဆက်သွယ်နိုင်ရန်အတွက် အောက်ပါဓာတ်အားလိုင်း၂လိုင်း တည်ဆောက်သွားမည်ဖြစ်ကြောင်း တင်ပြထားပါသည်-

(၁) နဘူး-မြင်းခြံသံမဏိစက်ရုံ ၂၃၀ ကေဗွီဓာတ်အားလိုင်း (၂၉) မိုင်

(၂) ဝမ်းတွင်း-သပြေဝ ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း (၃)မိုင်

(၃) လက်ရှိ ၂၃၀ ကေဗွီ ဓာတ်အားခွဲရုံများတွင် ဓာတ်အားလက်ခံရန်အဆင့် မြှင့်တင်ခြင်းလုပ်ငန်းများ

ဆုံးဖြတ်ရန်အချက်

၁၇။ သို့ဖြစ်ပါ၍ ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် မြန်မာနိုင်ငံတွင် Convalt Energy (Myanmar) Co., Ltd. တည်ထောင်ပြီး မန္တလေးတိုင်းဒေသကြီးအစိုးရပိုင် မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်၊ ကျွားတိုင်-ကန်မီ-ပင်လယ်ကျေးရွာအုပ်စု၊ အကွက်အမှတ် ၃၁၊ ၃၂၊ ၅၅-ခ၊

၅၂-ခ၊ ၅၄-ခရှိ မြေ ၁၀၀၀ ဧကနှင့် မန္တလေးတိုင်းဒေသကြီး၊ မိတ္ထီလာခရိုင်၊ သာစည်မြို့နယ်၊ ဝမ်းသာ-ဝက်တိုး ကျေးရွာအုပ်စု၊ အကွက်အမှတ် ၁၆၂၆၊ ၁၆၂၇၊ ၁၆၂၉၊ ၁၆၃၀၊ ၁၆၃၁၊ ၁၆၃၂၊ ၁၆၃၃ ရှိ မြေ ၈၅၀ ဧကတွင် BOT စနစ်ဖြင့် ၁၅၀ မဂ္ဂါဝပ်စီရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံများ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ တစ်ဆင့် အဆိုပြုချက်တင်ပြလာခြင်းနှင့်စပ်လျဉ်း၍ ခွင့်ပြုမိန့်ထုတ်ပေးရန် သဘောတူ-မတူ။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(အောင်နိုင်ဦး၊ အတွင်းရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ/မျှောစာတွဲ

နောက်ဆက်တွဲ - ဏ

M4-910
13.9.16

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့
မန္တလေးမြို့

စာအမှတ်၊ ၂ / ၃ - ၆ / ၃၂ ဦး၆(၁၅၅)
ရက် စွဲ ၊ ၂၀၁၆ ခုနှစ်၊ စက်တင်ဘာလ ၈ ရက်

သို့
ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ရန်ကုန်မြို့

အကြောင်းအရာ ။ တိုင်းဒေသကြီးအစိုးရအဖွဲ့ သဘောထားပြန်ကြားခြင်း
ရည် ညွှန်း ချက် ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၁. ၅ .၂၀၁၆) ရက်စွဲပါစာအမှတ်၊ ရကာ - ၅(လ) / န - ၀၀၁ / ၂၀၁၆(၃၀၆)

၁။ Convalt Energy(Myanmar) Co. Ltd မှ မြင်းခြံခရိုင်၊ ကျားတိုင် - ကန်နီ - ပင်လယ် ကျေးရွာအုပ်စု၊ အကွက်အမှတ်(၃၁၊ ၃၂၊ ၅၅ - ခ ၊ ၅၂ - ခ၊ ၅၄- ခ)ရှိ မြေဧရိယာ (၁၀၀၀)ဧကနှင့် သာစည်မြို့နယ် ဝမ်းသာ - ဝက်တိုးကျေးရွာအုပ်စု အကွက်အမှတ် (၁၆၂၆၊ ၁၆၂၇၊ ၁၆၂၉၊ ၁၆၃၀၊ ၁၆၃၁၊ ၁၆၃၂၊ ၁၆၃၃)ရှိ မြေဧရိယာ (၈၅၀)ဧကတို့တွင် (၁၅၀)မဂ္ဂါဝပ်စီရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ(၂)ရုံတည်ဆောက်၍ ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းကို နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေနှင့်အညီ ဆောင်ရွက်မည့် အပေါ် တိုင်းဒေသကြီးအစိုးရအဖွဲ့၏သဘောထား စိစစ်ပြန်ကြားပေးပါရန် ရည်ညွှန်းပါစာဖြင့် ညှိနှိုင်းလာပါသည်။

၂။ ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်မည့် မြေနေရာနှင့်ပတ်သက်၍ ကွင်းဆင်းစစ်ဆေး ဆောင်ရွက်ခဲ့ရာ အောက်ပါအတိုင်း စိစစ်တွေ့ရှိရပါသည် -

(က) **နောင်ပြုလုပ်မည့် (သို့မဟုတ်) လက်ရှိမြို့ပြ စီမံကိန်းကို ထိခိုက်ခြင်းရှိ/မရှိနှင့်ပတ်သက်၍ မြို့ပြစီမံကိန်းများကို ထိခိုက်မှုမရှိပါကြောင်း ၊**

(ခ) **မြို့နယ်ဒေသ အလုပ်အကိုင် အခွင့်အလမ်းနှင့် ဒေသစီးပွားရေး ဖွံ့ဖြိုးတိုးတက်မှု အတွက် အထောက်အကူ ဖြစ်/ မဖြစ် နှင့်ပတ်သက်၍** မြင်းခြံမြို့နယ် မြေဧရိယာ (၁၀၀၀)ဧကတွင် ကျေးရွာအုပ်စု(၄)အုပ်စု (ကျားတိုင်၊ ကန်နီ၊ ပင်လယ်၊ ပျော့ ကျေးရွာအုပ်စု) အတွင်းကျရောက်သောကြောင့် ၄င်းကျေးရွာအုပ်စု ကျေးရွာသူ၊ ကျေးရွာသားများအတွက် အလုပ်အကိုင် အခွင့်အလမ်းများ ရရှိနိုင်ပြီး ဒေသဖွံ့ဖြိုး တိုးတက်မှုအတွက် အထောက်အကူ ဖြစ်နိုင်ကြောင်းနှင့် သာစည်မြို့နယ် မြေဧရိယာ (၈၅၀)ဧကတွင် ကျေးရွာအုပ်စု(၂)အုပ်စု (ဝက်တိုး၊ ဝမ်းသာ ကျေးရွာအုပ်စု)အတွင်း ကျရောက်ပြီး နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက် ဖွင့်လှစ်မည် ဖြစ်သောကြောင့် ဒေသခံပြည်သူများအတွက် အလုပ်အကိုင်အခွင့်အလမ်းများ ရရှိ

လာနိုင်မည်ဖြစ်သည့်အပြင် လျှပ်စစ်မီးရရှိလာသည့်နှင့်အမျှ အသေးစား၊ အလတ်စား စီးပွားရေးလုပ်ငန်းများ လုပ်ကိုင်လာနိုင်မည်ဖြစ်ကြောင်း၊

(ဂ) ဖော်ပြပါ မြေနေရာတွင် အဆိုပြု လုပ်ငန်း ဆောင်ရွက်ခြင်းအပေါ် ဒေသခံများက လူမှုရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းမှုတို့အရ လက်ခံနိုင်ခြင်း ရှိ/မရှိ နှင့်ပတ်သက်၍ ဒေသခံတောင်သူများ၏ စိုက်ပျိုးလုပ်ကိုင်နိုင်သည့် မြေနေရာ မဟုတ် ခြင်း ဒေသခံများအတွက် အလုပ်အကိုင် အခွင့်အလမ်းများ ရရှိနိုင်ခြင်း တို့ကြောင့် ဒေသခံများ၏ လူမှုရေး၊ စီးပွားရေး၊ သဘာဝပတ်ဝန်းကျင် ထိန်းသိမ်းမှု တို့အရ လက်ခံ နိုင်မှုရှိကြောင်း ၊

(ဃ) လုပ်ငန်း ဆောင်ရွက်နိုင်သည့် မြေနေရာ ဟုတ်/မဟုတ် နှင့်ပတ်သက်၍ အဆိုပြုမြေနေရာများသည် ရေခက်ခဲမှုရှိခြင်း၊ စိုက်ပျိုးမြေအဖြစ် အသုံးပြုရန် အကျိုး ဖြစ်ထွန်းမှုမရှိခြင်းတို့ကြောင့် နေစွမ်းအင်သုံး ဓါတ်အားပေးစက်ရုံ တည်ဆောက် အသုံးပြုနိုင်သည့် မြေနေရာဖြစ်ကြောင်း စိစစ်တွေ့ရှိရပါသည်။

၃။ သို့ဖြစ်ပါ၍ Convalt Energy (Myanmar) Co., Ltd မှ မြင်းခြံမြို့နယ်နှင့် သာစည်မြို့နယ်တို့တွင် (၁၅၀)မဂ္ဂါဝပ် စီရှိသော နေစွမ်းအင်သုံးဓာတ်အားပေး စက်ရုံ(၂) ရုံ တည်ဆောက်၍ ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် လျှပ်စစ်ဓာတ်အားထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်မည့် ကိစ္စနှင့်ပတ်သက်ပြီး **လုပ်ငန်းများဆောင်ရွက်ရာတွင် ပတ်ဝန်းကျင်ထိခိုက်မှု ဆန်းစစ်ခြင်းအစီရင်ခံစာ စိစစ်သုံးသပ်ရေးအဖွဲ့မှ အတည်ပြုသဘောတူသည့် ESIA အစီရင်ခံစာပါ အချက်အလက်များအတိုင်း လိုက်နာဆောင်ရွက်မည်ဆိုပါက ကန့်ကွက်ရန်မရှိပါကြောင်း** ပြန်ကြားအပ်ပါသည်။

ဒေါက်တာအေးမြင့်မောင်
ဝန်ကြီးချုပ်

မိတ္တူကို

လုံ့လည်စာတွဲ ၊
ရုံးလက်ခံ ။

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့
အဆိုပြုချက်စိစစ်ရေးအဖွဲ့

တယ်လီဖုန်းနံပါတ် - ၆၅၈၁၃၀ | စာအမှတ်၊ ရက- ၅(လ)/ န-၀၀၁/၂၀၁၆(၁၁)
ဖက်(စ်) - ၉၅-၁-၆၅၈၁၄၂ | ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် မေလ ၁၈ ရက်

သို့

ပြည်ထောင်စုဝန်ကြီးရုံး
လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

အကြောင်းအရာ။ ရခိုင်ပြည်နယ်ပြည် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် Convalt Energy (Myanmar) Co., Ltd. မှ မန္တလေးတိုင်းဒေသကြီး နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် (၃၀၀)မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် အဆိုပြုတင်ပြလာခြင်းကိစ္စ

ရည်ညွှန်းချက် ။ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၏ ၇-၄-၂၀၁၆ ရက်စွဲပါစာအမှတ်၊လျှပ်စစ်-၂ (မူဝါဒ-ACO)(၄၉၅၀)/၂၀၁၆

၁။ Convalt Energy (Myanmar) Co., Ltd. ၏ ရည်ညွှန်းပါစာဖြင့် လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနမှတစ်ဆင့် အဆိုပြုချက်တင်ပြခြင်းကို ၂၀၁၆ ခုနှစ် မေလ ၉ ရက်နေ့တွင် ကျင်းပသည့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ (၁၇/၂၀၁၆) ကြိမ်မြောက် အစည်းအဝေးသို့ တင်ပြခဲ့ရာ အောက်ပါအတိုင်း ဆုံးဖြတ်ခဲ့ပါသည်-

(က) ပြည်ပမှတင်သွင်းမည့် စက်နှင့်စက်ပစ္စည်းစာရင်း ပြန်လည်စိစစ်တင်ပြရန်၊
(ခ) ချေးငွေနှင့်ပတ်သက်၍ ချေးငွေစာချုပ်(မူကြမ်း)နှင့်အတူ အတိုးနှုန်းနှင့် ပြန်လည်ပေးဆပ်မည့်အစီအစဉ် တင်ပြရန်၊
(ဂ) ကုမ္ပဏီ၏ငွေကြေးဆိုင်ရာ ဘဏ်အထောက်အထားတင်ပြရန်၊
(ဃ) လုပ်ငန်းနှင့်ပတ်သက်ပြီး စီးပွားရေးရာကော်မတီနှင့် ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံးသို့တင်ပြခွင့်ပြုချက်ရရှိထားသည့် ဆုံးဖြတ်ချက်စာအား တင်ပြရန်။

၂။ သို့ပါ၍ အထက်ပါ အစည်းအဝေးဆုံးဖြတ်ချက်နှင့်အညီ ဆောင်ရွက်ပြီး ပြန်လည်တင်ပြပေးပါရန် အကြောင်းကြားအပ်ပါသည်။

အဖွဲ့ခေါင်းဆောင်(ကိုယ်စား)
(ဆန်းမြင့်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

မိတ္တူကို

ညွှန်ကြားရေးမှူးချုပ်
လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာန

ပူးတွဲ (၄

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

ပြည်ထောင်စုအစိုးရအဖွဲ့

၄၂

၁၀.၃.၁၆

စာအမှတ်၊ ၂၅ / ၂၅၇ / အဖရ (၈/၂၀၁၆)။

ရက်စွဲ၊ ၂၀၁၆ ခုနှစ်၊ မတ်လ ၁၀ ရက်။

အ မှာ စာ

အကြောင်းအရာ။ မန္တလေးတိုင်းဒေသကြီး၊ ဝမ်းတွင်းဒေသနှင့် နဘူးအိုင်ဒေသတို့တွင် Convalt Mandalay Solar Private Limited က တည်ဆောက်မည့် (၁၅၀)မဂ္ဂါဝပ် နေရောင်ခြည်စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ(၂)ရုံမှထွက်ရှိသောဓာတ်အားကို ဝယ်ယူရန်ချုပ်ဆိုမည့် လျှပ်စစ်ဓာတ်အားဝယ်ယူမှု သဘောတူစာချုပ် (Power Purchase Agreement-PPA) လက်မှတ်ရေးထိုးရန်ကိစ္စကို "မူ" အားဖြင့် ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြခြင်း။

၁။ ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီလ ၂၅ ရက် (ကြာသပတေး)နေ့တွင် ကျင်းပပြုလုပ်သော ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၊ ပြည်ထောင်စုအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၈/၂၀၁၆) မှတ်တမ်းကောက်နုတ်ချက်ကို ဆောင်ရွက်နိုင်ပါရန် ပေးပို့အပ်ပါသည်။

၂။ မှတ်တမ်းကောက်နုတ်ချက်ကို ရရှိကြောင်းပြန်ကြားရန်နှင့် ဌာနဆိုင်ရာ အရေးယူဆောင်ရွက်ချက်ကိုလည်း ပြန်လည်အစီရင်ခံတင်ပြရန် ဖြစ်ပါသည်။

ဇော်သန်းသင်း

အတွင်းရေးမှူး

ပြည်ထောင်စုဝန်ကြီး

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

၂၅။ မန္တလေးတိုင်းဒေသကြီး၊ ဝမ်းတွင်းဒေသနှင့် နဘူးအိုင်ဒေသတို့တွင် Convalt Mandalay Solar Private Limited က တည်ဆောက်မည့် (၁၅၀)မဂ္ဂါဝပ် နေရောင်ခြည်စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ(၂)ရုံမှ ထွက်ရှိသောဓာတ်အားကို ဝယ်ယူရန်ချုပ်ဆိုမည့် လျှပ်စစ်ဓာတ်အားဝယ်ယူမှု သဘောတူစာချုပ် (Power Purchase Agreement-PPA) လက်မှတ်ရေးထိုးရန်ကိစ္စကို "မူ" အားဖြင့်ဆောင်ရွက်ခွင့်ပြုပါရန် တင်ပြခြင်း။

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီလ ၁၈ ရက်နေ့စွဲပါ၊ အမှာစာ အမှတ်၊ လျှပ်စစ်-၂ (မူဝါဒ-MEPE) (၅၃၁)/၂၀၁၆။ အမှာစာကို သဘောတူကြသည်။

ဆောင်ရွက်ရန်၊

လျှပ်စစ်စွမ်းအား။

ထိပ်တန်းလျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

နိုင်ငံတော်သမ္မတရုံး

၂၅

၁၇.၂.၁၆

စာအမှတ်၊ ၅၈ (၁၂) / ၇ / သမ္မတရုံး

ရက်စွဲ၊ ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီလ ၁၆ ရက်

သို့

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

အကြောင်းအရာ။ Power Purchase Agreement- PPA စာချုပ်လက်မှတ်ရေးထိုးခွင့်ကိစ္စ

ရည် ညွှန်း ချက်။ ယင်း၏ ၈-၂-၂၀၁၆ ရက်စွဲပါစာအမှတ်၊ လျှပ်စစ်-၂ (မူဝါဒ-MEPE) (၁၉၁၀) / ၂၀၁၆

မန္တလေးတိုင်းဒေသကြီး၊ ဝမ်းတွင်းဒေသနှင့် နဘူးအိုင်ဒေသတို့ရှိ နေရောင်ခြည်စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံမှ ထွက်ရှိသောဓာတ်အားကို ဝယ်ယူရန်အတွက် မြန်မာ့လျှပ်စစ်ဓာတ်အားလုပ်ငန်းနှင့် Convalt Mandalay Solar Private Limited တို့အကြား ချုပ်ဆိုမည့် Power Purchase Agreement- PPA စာချုပ်လက်မှတ်ရေးထိုးခွင့်ကို မူအားဖြင့် ခွင့်ပြုပေးနိုင်ပါရန် ရည်ညွှန်းစာဖြင့် တင်ပြလာခြင်းအား လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက်ဆောင်ရွက်သွားရန် အကြောင်းကြားအပ်ပါသည်။

(signature)

ညွှန်ကြားရေးမှူးချုပ်

မိတ္တူကို

သမ္မတဦးစီးရုံး

ဒုတိယသမ္မတဦးစီးရုံးများ

ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံး

သမ္မတရုံးဝန်ကြီးဌာန(၃)

\\Spdc\D\2016\Feb\Feb 16\58-12.Doc

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ် ၊ လျှပ်စစ်-၂(မူဝါဒ-ACO)(၈၅၈၀)/၂၀၁၆

ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ် ၊ ဩဂုတ်လ ၁၂ ရက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **မန္တလေးတိုင်းဒေသကြီး၊ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် နေရောင်ခြည်စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် တင်ပြခဲ့ခြင်းကိစ္စ**

ရည်ညွှန်းချက်။

(၁) လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ (၁၉-၂-၂၀၁၆) ရက်စွဲပါစာအမှတ်၊ လျှပ်စစ်-၂(မူဝါဒ-ACO) (၂၅၇၅)/၂၀၁၆

(၂) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၂၉-၃-၂၀၁၆) ရက်စွဲပါစာအမှတ်၊ ရက-၄/ န-ထွေ/ ၂၀၁၆ (၄၉၇)

(၃) လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ (၇-၄-၂၀၁၆) ရက်စွဲပါစာအမှတ်၊ လျှပ်စစ်-၂(မူဝါဒ-ACO) (၄၉၅၀)/၂၀၁၆

(၄) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၈-၅-၂၀၁၆) ရက်စွဲပါစာအမှတ်၊ ရက-၅(လ)/ န-၀၀၁/ ၂၀၁၆ (၃၁၈)

၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ အမေရိကန်နိုင်ငံအခြေစိုက် ACO Investment Group LLC နှင့် Convalt Energy LLC တို့သည် Convalt Energy (Myanmar) Co., Ltd. ကို ထူထောင်၍ မန္တလေးတိုင်းဒေသကြီး၊ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် နေရောင်ခြည်စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် လုပ်ငန်းခွင့်ပြုမိန့် ချမှတ်ပေးနိုင်ပါရန်နှင့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားခွင့်ပြုနိုင်ပါရန် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ ရည်ညွှန်း(၁)ပါစာဖြင့် ထောက်ခံတင်ပြခဲ့ရာ လျှပ်စစ်ဓာတ်အားဝယ်ယူမှုစာချုပ်(မူကြမ်း)အပေါ် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက် တင်ပြပေးရန်၊ ချေးငွေစာချုပ်(မူကြမ်း)နှင့် ချေးငွေပြန်လည်ပေးဆပ်မည့် အစီအစဉ် (Repayment Schedule) တင်ပြပေးရန်နှင့် အဆိုပြုလုပ်ငန်းဆောင်ရွက်မည့် မြေဧရိယာများအတွက် မြေအထောက်အထား ခိုင်မာစွာ တင်ပြပေးရန် ရည်ညွှန်း(၂)ပါစာဖြင့် အကြောင်းကြားခဲ့ပါသည်။

၂။ အဆိုပြုချက်အပေါ် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ပြန်လည်တင်ပြရန် အကြောင်းကြားလာသည့်အချက်များအား ပြည့်စုံစွာပြုစု၍ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှ **ရည်ညွှန်း (၃)** ပါစာဖြင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ ဒုတိယအကြိမ် ထောက်ခံ တင်ပြခဲ့ပါသည်။ ထိုသို့ ထောက်ခံတင်ပြခဲ့ခြင်းနှင့်ပတ်သက်၍ အောက်ပါအချက်အလက်များအား ပြန်လည်တင်ပြရန် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ **ရည်ညွှန်း(၄)** ပါစာဖြင့် အကြောင်းကြားခဲ့ပါသည်-

(က) ပြည်ပမှ တင်သွင်းမည့် စက်နှင့် စက်ပစ္စည်းစာရင်း ပြန်လည်စိစစ်တင်ပြရန်၊

(ခ) ချေးငွေနှင့်ပတ်သက်၍ ချေးငွေစာချုပ် (မူကြမ်း) နှင့်အတူ အတိုးနှုန်းနှင့် ပြန်လည်ပေးဆပ်မည့် အစီအစဉ် တင်ပြရန်၊

(ဂ) ကုမ္ပဏီ၏ ငွေကြေးဆိုင်ရာ ဘဏ်အထောက်အထားတင်ပြရန်၊

(ဃ) လုပ်ငန်းနှင့်ပတ်သက်ပြီး စီးပွားရေးရာကော်မတီနှင့် ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံးသို့ တင်ပြခွင့်ပြုချက် ရရှိထားသည့် ဆုံးဖြတ်ချက်စာအား တင်ပြရန်၊

၃။ သို့ဖြစ်ပါ၍ Convalt Energy (Myanmar) Co., Ltd. ကို ထူထောင်၍ မန္တလေးတိုင်းဒေသကြီး၊ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် နေရောင်ခြည်စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် လုပ်ငန်းခွင့်ပြုမိန့် ချမှတ်ပေးနိုင်ပါရန်နှင့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားခွင့်ပြုနိုင်ပါရန် အထက်ဖော်ပြပါ လိုအပ်သော အချက်အလက်များအား ပြည့်စုံစွာ ပြန်လည်ပြုစု၍ ထောက်ခံတင်ပြအပ်ပါသည်။

ပူးတွဲလျက် - (၁) ပြည်ပမှ တင်သွင်းမည့် စက်နှင့် စက်ပစ္စည်းစာရင်း

(၂) ချေးငွေစာချုပ် (မူကြမ်း)၊ အတိုးနှုန်းနှင့် ပြန်လည်ပေးဆပ်မည့် အစီအစဉ်

(၃) ကုမ္ပဏီ၏ ငွေကြေးဆိုင်ရာ ဘဏ်အထောက်အထား

(၄) ဓာတ်အားဝယ်ယူရေးစာချုပ်ချုပ်ဆိုခြင်းအပေါ် စီးပွားရေးရာကော်မတီနှင့် ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံး၏ ခွင့်ပြုချက်

12/8/16

ပြည်ထောင်စုဝန်ကြီး (ကိုယ်စား)

(ထိန်လွင်၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

တင်ပြ/လက်ခံ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ လျှပ်စစ်-၂(မူဝါဒ-ACO)(၄၉၅၀)/၂၀၁၆

ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ်၊ ဧပြီလ ၇ ရက်

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **မန္တလေးတိုင်းဒေသကြီး၊ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် နေရောင်ခြည်စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် တင်ပြခဲ့ခြင်းကိစ္စ**

ရည်ညွှန်းချက်။ (၁) လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ (၁၉-၂-၂၀၁၆) ရက်စွဲပါစာအမှတ်၊ လျှပ်စစ်-၂(မူဝါဒ-ACO) (၂၅၇၅)/၂၀၁၆

(၂) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၂၉-၃-၂၀၁၆) ရက်စွဲပါစာအမှတ်၊ ရက-၄/ န-ထွေ/ ၂၀၁၆ (၄၉၇)

၁။ အထက်အကြောင်းအရာပါကိစ္စနှင့်ပတ်သက်၍ အမေရိကန်နိုင်ငံအခြေစိုက် ACO Investment Group LLC နှင့် Convalt Energy LLC တို့သည် Convalt Energy (Myanmar) Co., Ltd. ကို ထူထောင်၍ မန္တလေးတိုင်းဒေသကြီး၊ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် နေရောင်ခြည်စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် လုပ်ငန်းခွင့်ပြုမိန့် ချမှတ်ပေးနိုင်ပါရန်နှင့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားခွင့်ပြုနိုင်ပါရန် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ **ရည်ညွှန်း(၁)**ပါစာဖြင့် ထောက်ခံတင်ပြခဲ့ခြင်းအပေါ် အောက်ပါအချက်အလက်များအား ပြည့်စုံစွာ ပြန်လည်တင်ပြပေးရန် **ရည်ညွှန်း(၂)**ပါစာဖြင့် အကြောင်းကြားလာပါသည်-

(က) လျှပ်စစ်ဓာတ်အားဝယ်ယူမှုစာချုပ်(မူကြမ်း)အပေါ် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက် တင်ပြပေးရန်၊

(ခ) ချေးငွေစာချုပ်(မူကြမ်း)နှင့် ချေးငွေပြန်လည်ပေးဆပ်မည့် အစီအစဉ် (Repayment Schedule) တင်ပြပေးရန်၊

(ဂ)အဆိုပြုလုပ်ငန်းဆောင်ရွက်မည့် မြေဧရိယာများအတွက် မြေအထောက်အထား ခိုင်မာစွာ တင်ပြပေးရန်၊

၂။ သို့ဖြစ်ပါ၍ Convalt Energy (Myanmar) Co., Ltd. ကို ထူထောင်၍ မန္တလေးတိုင်းဒေသကြီး၊ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် နေရောင်ခြည်စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် လုပ်ငန်းခွင့်ပြုမိန့် ချမှတ်ပေးနိုင်ပါရန်နှင့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားခွင့်ပြုနိုင်ပါရန် အထက်ဖော်ပြပါ လိုအပ်သော အချက်အလက်များအား ပြည့်စုံစွာ ပြန်လည်ပြုစု၍ ထောက်ခံတင်ပြအပ်ပါသည်။

ပူးတွဲလျက် - (က) လျှပ်စစ်ဓာတ်အားဝယ်ယူမှုစာချုပ် (မူကြမ်း) အပေါ် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက်များ

(ခ) ချေးငွေစာချုပ် (မူကြမ်း) နှင့် ချေးငွေပြန်လည်ပေးဆပ်မည့် အစီအစဉ်

(ဂ) အဆိုပြုလုပ်ငန်းဆောင်ရွက်မည့် မြေဧရိယာများအတွက် မြေအထောက်အထားများ

6/4/16

ပြည်ထောင်စုဝန်ကြီး (ကိုယ်စား)
(ထိန်လွင်၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

တင်ပြ/လက်ခံ

Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

၁၂ / ၆
၃၀ . ၃ . ၁၆

တယ်လီဖုန်း-၀၁-၆၅၈၁၂၉
ဖက်(စ်)-၀၁-၆၅၈၁၃၇

စာအမှတ်၊ ရက- ၄ / န-ထွေ / ၂၀၁၆ (၄၉၇)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ် မတ် လ ၂၉ ရက်

သို့

ပြည်ထောင်စုဝန်ကြီးရုံး
လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

အကြောင်းအရာ ။ **ရာခိုင်နှုန်းပြည့်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ACO Investment Group LLC နှင့် Convalt Energy LLC တို့သည် မန္တလေးတိုင်းဒေသကြီး နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် (၃၀၀) မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ် ရောင်းချခွင့်ပြုပါရန် အဆိုပြုချက် တင်ပြလာခြင်း ကိစ္စ**

ရည်ညွှန်းချက် ။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၁၉-၂-၂၀၁၆ ရက်စွဲပါစာအမှတ် လျှပ်စစ်-၂ (မူဝါဒ-ACO)(၂၅၇၅)/၂၀၁၆

၁။ အမေရိကန် နိုင်ငံအခြေစိုက် ACO Investment Group LLC နှင့် Convalt Energy LLC တို့သည် မန္တလေးတိုင်းဒေသကြီး မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်၊ ကျားတိုင်-ကန်နီ-ပင်လယ် ကျေးရွာအုပ်စု၊ အကွက်အမှတ် ၃၁၃၂၊ ၅၅-ခ၊၅၂-ခ၊ ၅၄-ခ ရှိမြေဧရိယာ ၁၀၀၀.၂၅ ဧကနှင့် မန္တလေးတိုင်းဒေသကြီး၊ မိတ္ထီလာခရိုင်၊ သာစည်မြို့နယ်၊ ဝမ်းသာ-ဝက်တိုး ကျေးရွာအုပ်စု၊ အကွက် အမှတ် ၁၆၂၆၊ ၁၆၂၇၊ ၁၆၂၉၊ ၁၆၃၀၊ ၁၆၃၁၊ ၁၆၃၂၊ ၁၆၃၃ ရှိမြေဧရိယာ ၈၅၀ ဧကတို့တွင် (၁၅၀) မဂ္ဂါဝပ်စီရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ(၂)ရုံ တည်ဆောက်၍ လျှပ်စစ် ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုရန်အတွက် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ တစ်ဆင့် အဆိုပြု ချက် တင်ပြလာခြင်းပါသည်။

၂။ အဆိုပြုချက် တင်ပြလာခြင်းနှင့် စပ်လျဉ်း၍ အောက်ပါအချက်အလက်များ ပြည့်စုံစွာ တင်ပြ ပေးရန် စိစစ်တွေ့ရှိရပါသည်-

(က) လျှပ်စစ်ဓာတ်အား ဝယ်ယူမှုစာချုပ်(မူကြမ်း)အပေါ် ပြည်ထောင်စု ရှေ့နေချုပ်ရုံး၏ သဘောထားမှတ်ချက် တင်ပြပေးရန်။

(ခ) ချေးငွေစာချုပ်(မူကြမ်း)နှင့် ချေးငွေပြန်လည်ပေးဆပ်မည့်အစီအစဉ် (Repayment Schedule) တင်ပြပေးရန်။

(ဂ) အဆိုပြုလုပ်ငန်း ဆောင်ရွက်မည့် မြေဧရိယာများအတွက် မြေအထောက်အထား ခိုင်မာစွာ တင်ပြပေးရန်။

၃။ သို့ဖြစ်ပါ၍ အထက်စာပိုဒ် (၂)ပါ လိုအပ်ချက်များ ပြည့်စုံစွာဖြင့် ပြန်လည် တင်ပြပေးနိုင်ပါရန် အသိပေး အကြောင်းကြားအပ်ပါသည်။

ဥက္ကဋ္ဌ (ကိုယ်စား)
(မြသူဇာ၊ တွဲဖက်အတွင်းရေးမှူး)

မိတ္တူကို
ညွှန်ကြားရေးမှူးချုပ်၊
လျှပ်စစ်စွမ်းအားဦးစီးဌာန
ACO Convalt Energy Myanmar Co., Ltd.
ရုံးလက်ခံ/မျှောစာတွဲ

Notarial Translation

Regional Governmental Body
(Emblem)

U THAN AUNG
YANGON
NOTARY PUBLIC

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(Emblem) **MANDALAY REGION GOVERNMENTAL BODY**
MINISTRY OF ELECTRICITY AND INDUSTRY
MANDALAY

(Round Seal)

Letter No. 2/3-6/22 Oo 6 (049)
Date : February, 2016.

To,

CEO
ACO Investment Group Co., Ltd.

Subject : **Sending the Opinion Remarks in advance upon the Land Lease Agreement (Draft) 2 Parts.**

So as to be able to accomplish in continuation as needed for the Opinion Remarks Return from the Union Attorney General's Office upon (2) Parts of Land Lease Agreement (Draft), that shall executed to lease (1000) acres in Nabu Eing Village, Myingyan Township, Myingyan District and (850) acres of Land Area within Wanthar Village, Wettoe Village Tract, Thazi Township, Meiktila District, Mandalay Region, between Mandalay Region Governmental Body and ACO Investment Group Co., Ltd., is sent in advance.

Attached - Opinion Remarks (1) Set.

Sd/- x x x
Kyaw Myint
Minister, Ministry of Electricity and Industry

Copy to: -

- Regional Governmental Body, Mandalay Region, Mandalay.
- Office Copy

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AUTHENTICATED, true and correct English translation.

Notarial Translation

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Ministry of Electricity and Industry	
Letter No.	001
Date	1-1-2016

GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR

UNION ATTORNEY GENERAL'S OFFICE

NAY PYI TAW

U THAN AUNG ★ YANGON ★ NOTARY PUBLIC

Letter No. 2(5) 3 - 243/Na Pa Ta (3121)

Date : 28th December, 2015.

Subject : **Matter of Request of Opinion Remarks upon (2) Parts of Land Lease Agreement (Draft).**

Reference : (1) Letter No. 9 (4) 1 / 5 (129), dated 7-12-2015, of Advocate General's Office, Mandalay Region.

(2) Letter No. 2/ 3-6/ 21 Oo 6 (553), dated 20-11-2015, of Ministry of Electricity and Industry, Mandalay Region Governmental Body.

(3) Letter No. 2/ 3-6/ 21 Oo (579), dated 30-10-2014, of Ministry of Electricity and Industry, Mandalay Region Governmental Body.

(4) Letter No. 9 (2) 1 / 4 (3459), dated 5-11-2014, of Advocate General's Office, Mandalay Region.

(5) Letter No. 3 - 169/ Na Pa Ta (1090), dated 18-12-2014, of Union Attorney General's Office.

1. As it was presented to Mandalay Region Advocate General's Office with Reference (2) Letter of Mandalay Region Governmental Body to give Opinion Remarks upon (2) Parts of Land Lease Agreement (Draft), that shall be executed to lease a Total of 2000 acres, with 1000 acres of Land Area in Thazi Township, Meikhtila District and Land Area (1000) acres in Nabu Eing Village, Myingyan District, between Mandalay Region Governmental

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Body and Convalt Energy Myanmar Co., Ltd., it is the Matter presented to this Office with the Reference Letter (1) by the Mandalay Region Advocate General's Office.

2. Concerning the Land Lease Agreement (Draft) included in Reference (1), as it was presented to Mandalay Region Advocate General's Office, with Reference (3) Letter by the Mandalay Region Governmental Body and Mandalay Region Advocate General's Office presented in continuation to this Office with Reference (4) Letter. This Office scrutinized it and returned the Advice with Reference Letter (5).

3. In the Advice of this Office included in Reference Letter (5), under the Advice and Returned Information, that the Land Lease Agreements should be separately executed, as the Locations of Land Areas to be leased differ and it is the Matter presented back again with Reference Letter (1) and (2), after compiling the Land Lease Agreement (Draft) (2) Parts.

4. When the Additionally sent Agreements (Draft) (2) Sets were checked with Reference (1) and (2) and Agreement (Draft) included in Reference (5) returned and advised previously by this Office, it was found out, that apart from Added Provisions of Termination, No Addition/Statement of Provisions in Notice to Lender of the Project Company's Default for Remedies, it was compiled only in accordance with, what is included in Agreement (Draft) of Reference (5).

5. Even though Land Lease Agreement (2) Parts sent with Reference (1) Letter, differ in the Location of Land Lease Areas, the Agreement Execution Company is only the same Company and only (1) Type of Agreement Execution is compiled and therefore it is scrutinized in combination and advised for it.

6. Together with the Reference (1) Letter, Land Lease Agreement (Draft) (2) Parts are compiled in English/Myanmar Languages. In whereas (B) of Land Lease Agreement

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(Draft) (2) Parts included in Reference (1), it was found out, that ACO Investment Group LLC (ACO) Company executed a MOU with Mandalay Region Governmental Body on 8-2-2013 and in the Verse of Agreement Members of MOU under the attached/included said MOU (Copy) in Agreement (Drafts), ACO Company is the Company situated in America. Therefore, by studying/scrutinizing from the Law Point of View upon Land Lease Agreement (Draft) (2) Parts, it is considered and advised as the following;

(a) In the Agreement Verse of the Agreement (Draft), it was stated, that Convalt Energy Myanmar shall be referred/called hereinafter as Project Company. But, in Whereas Verse (A) of Agreement (Draft), as it is stated, that the Project Company shall be incorporated/established with ACO Investment Group LLC (ACO) and (   ) it should be scrutinized by the Department for the Fixation/Statement.

(b) In whereas Verse (B) of Agreement (Draft), it is stated, that MOU was executed on 8-2-2013, to supply the Suitable Land for the Project Development and Accomplishment by the Department and ACO. But, as it is stated, that this Agreement (Draft) shall be executed by Convalt Energy as Agreement Member, it should be stated clearly in the Whereas Verse, what Sort of Connection lies between ACO and Convalt Energy Myanmar.

(c) Under Clause 14.11 in Term of Agreement Verse 6.2 of Agreement (Drafts), for Early Termination of Power Purchase Agreement (or) Early Expiration and

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Early Expiration of Leased Period, it is stated Additional Notices shall not be needed and this Present Agreement shall be automatically terminated. As the Termination of the Agreement is stated by connecting with the Power Purchase Agreement, the Department should take care of it. Apart from it, even if the Title of the Verse is stated as, Term of Agreement, the Matter of Agreement Termination is only stated and as there is No Statement concerning the Agreement Period, it is needed to state it.

(d) In Termination, Verse 6.3 of Agreement (Drafts), as it is stated, that this Agreement must not be terminated, apart from Accomplishment according to Clause 6.2, it should be taken care by the Department.

(e) In the Last Sentence of Rent, Verse 7, Agreement (Drafts), it is stated, that the Lessee will have the opinion to develop an additional 12,500 acres at an annual rent of US$ 100 per acre. It should be scrutinized back by the Department, as it is assumed the Expression is "Lessor" instead of "Lessee".

(f) In Arbitration Verse 11, Agreement (Drafts), as it is stated, that the Arbitrations shall be settled with United Nations Commission on International Trade Law (UNCITRAL) Arbitration 2010 of Singapore, it should be negotiated with the Other Agreement Member to solve in Myanmar with UNCITRAL Rules. If No Negotiation can be made, it is to consider and decide within Own Administrative Principles by the Department.

(g) In Agreement (Drafts), as there is No Verse of Renegotiation, which is a Law Provision, the Slip is sticked in the Normally Stated Verses in Agreement.

(h) In Land Lease Agreements of Agreement (Drafts), as there are No Provisions of Re-entry to the Land and Retransfer of the Land, that are usually stated, the Verses in Similar Agreement, which are usually stated are sticked with slips. It should be scrutinized back, whether it conforms with the Need of the Department.

(i) In Agreement (Drafts), as Mineral Resources and Treasures Findings Provision is not included, it should be added and stated.

(j) In Verse 14.1 of Agreement (Drafts), as it is used with "Waiver of Sovereign Immunity", it should be used as, "Waiver of Immunity".

(k) In Verse 14.11 of Agreement (Drafts), if Cancellation of this Agreement, Expiration (or) Early Terminations are made, the Department should take care of the Remaining Provision Verses.

(l) In Official Language, Verse 14.12 of Agreement (Draft), as it is stated, that the Agreement shall be stated Both in English/Myanmar Languages, if it is needed by the Department, the (Final Draft) of Agreement (Draft) compiled

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in English should be translated into Myanmar and it is stated, it can be sent for the Translation Scrutinization to Law Compilation Department, Attorney General's Office.

(m) Concerning the Provisions included in Agreement (Draft), it is informed back and advised, that the Proposed Verses 2 (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (n), (q), (t), (u) which are proposed with Reference (5) Letter are reapproved.

(n) In the Needed Places, it is amended/added with, by writing in Red Ink.

7. Under the Stamp Act, Law, Section (9), if the Revenue Tax Exemption (or) Relaxation is not yet received, the Stamp Revenue must be paid by the Land Lessee, according to Assessment under the Law.

8. The Agreement (Draft) (2) Parts are only advised under Law, according to the Law of the Attorney General's Office, the Expertise Matters of Administration, Finance, has to make No Remarks by this Office. It is advised to negotiate with the Concerning Experts in concern with those Matters.

9. Before the Execution of this Agreement, it is needed to legally establish the Convalt Energy Myanmar. Apart from it, whether that Company is the Legally Incorporated Company (or) not and whether it has Ability to accomplish the Businesses included in the Agreement (or) not, as well as whether it has Sufficient Financial Strength and whether

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the Individual, who shall sign in the Agreements has Legal Authorization, shall be needed to scrutinize in advance.

10. If the Agreement (Draft) (2) Parts are signed/executed, it is requested to send (3) Copies to this Office to keep as record.

11. It is to fix/accomplish this Advice as Confidential Level.

Sd/- x x x

(Kyaw San)

Director General (On Duty)

Sd/- Sd/-

Mandalay Region Advocate General's Office

Copy - Mandalay Region Governmental Body, Ministry of Electricity and Industry, Mandalay.

- Office Copy.
- Circulation File.

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AUTHENTICATED, true and correct English translation.

Doc No: 3854\16

- 8 FEB 2016

8/2/16

U THAN AUNG (B.A.,LL.B)
ADVOCATE & NOTARY PUBLIC
Room No. 203, 2nd Floor, No.563 MAC Tower
Merchant Street, Kyauktada Township.
Yangon, Myanmar. H.P : 095161364

လျှို့ဝှက်

မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့
လျှပ်စစ်နှင့်စက်မှုလက်မှုဝန်ကြီးဌာန
မန္တလေးမြို့

စာအမှတ်၊ ၂/၃ - ၆/ ၂၂ ဦး၆(၀၄၉)
ရက်စွဲ၊ ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီလ ရက်

သို့

CEO
ACO Investment Group Co., Ltd

အကြောင်းအရာ ။ **မြေငှားရမ်းစာချုပ်(မူကြမ်း) (၂)ရပ်အပေါ် သဘောထားမှတ်ချက် ကြိုတင်ပေးပို့ခြင်း**

မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့နှင့် ACO Investment Group Co., Ltd ၏ ကုမ္ပဏီခွဲဖြစ်သော Convalt Energy Myanmar(ကန့်သတ်စွမ်းအင်မြန်မာကုမ္ပဏီ)တို့အကြား မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်ရှိ နဘူးအိုင်ကျေးရွာတွင် မြေဧရိယာ ဧက(၁၀၀၀)နှင့် မိတ္ထီလာခရိုင်၊ သာစည်မြို့နယ်၊ ဝက်တိုးကျေးရွာအုပ်စု၊ ဝမ်းသာကျေးရွာအတွင်းရှိ မြေဧရိယာ ဧက(၈၅၀)တို့အား ငှားရမ်းရန် ချုပ်ဆိုမည့် မြေငှားစာချုပ်(မူကြမ်း) (၂)ရပ်အပေါ် ပြည်ထောင်စုရှေ့နေချုပ်ရုံးမှ သဘောထားမှတ်ချက် ပြန်ကြားလာမှုအား လိုအပ်သလို ဆက်လက်ဆောင်ရွက်နိုင်ရန်အတွက် ကြိုတင်ပေးပို့အပ်ပါသည်။

ပူးတွဲပါ - သဘောထားမှတ်ချက်(၁)စုံ

ကျော်မြင့်
(ဝန်ကြီး၊ လျှပ်စစ်နှင့်စက်မှုလက်မှုဝန်ကြီးဌာန)

မိတ္တူကို
- တိုင်းဒေသကြီးအစိုးရအဖွဲ့၊ မန္တလေးတိုင်းဒေသကြီး၊ မန္တလေးမြို့
- ရုံးလက်ခံ

လျှို့ဝှက်

ထ၀၁
၁.၁.၂၀၁၆

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

ပြည်ထောင်စုရှေ့နေချုပ်ရုံး

နေပြည်တော်

စာအမှတ်၊ ၂(၅) ၃ - ၂၄၃ /နပတ(၁၃၂၁)

ရက်စွဲ၊ ၂၀၁၅ ခုနှစ် ၊ ဒီဇင်ဘာလ ၂၈ ရက်

အကြောင်းအရာ။ **မြေငှားစာချုပ်(မူကြမ်း) ၂ရပ် အပေါ်သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ**

ရည်ညွှန်းချက် ။ (၁) မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံး၏ ၇-၁၂-၂၀၁၅ ရက်စွဲပါ စာအမှတ်၊ ၉ (၄) ၁ / ၅ (၁၂၉)

(၂) မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၊ လျှပ်စစ်နှင့် စက်မှုလက်မှုဝန်ကြီးဌာန၏ ၂၀-၁၁-၂၀၁၅ ရက်စွဲပါစာအမှတ်၊ ၂/ ၃-ဖ/ ၂၁ ဦး; ဖ (၅၅၃)

(၃) မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၊ လျှပ်စစ်နှင့် စက်မှုလက်မှုဝန်ကြီးဌာန၏ ၃၀-၁၀-၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ၂/ ၃-ဖ/ ၂၁ ဦး (၅၇၉)

(၄) မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံး၏ ၅-၁၁-၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ၉(၂) ၁/၄ (၃၄၅၉)

(၅) ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ ၁၈-၁၂-၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ၃-၁၆၉/ နပတ(၁၀၉၀)

၁။ မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့နှင့် Convalt Energy Myanmar (ကန့်သတ်တာဝန်ရှိ) ... ကုမ္ပဏီ) တို့အကြား မိတ္ထီလာခရိုင်၊ သာစည်မြို့နယ်အတွင်း မြေဧရိယာ(၁၀၀၀)ဧက နှင့်မြင်းခြံခရိုင်၊ နဘူးအိုင်ကျေးရွာတွင် မြေဧရိယာဧက(၁၀၀၀) စုစုပေါင်းဧက(၂၀၀၀)ကို ငှားရမ်းရန်ချုပ်ဆိုမည့်မြေငှားစာချုပ် (မူကြမ်း) ၂ရပ် အပေါ်သဘောထားမှတ်ချက်ပေးပါရန် မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့ ရည်ညွှန်းချက်(၂)ပါစာဖြင့် မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံးသို့

တင်ပြလာ၍ မန္တလေးတိုင်းဒေသကြီး ဥပဒေချုပ်ရုံးက ဤရုံးသို့ ရည်ညွှန်းချက်(၂)ပါစာဖြင့် ဆက်လက်ပေးပို့တင်ပြလာသော ကိစ္စဖြစ်ပါ သည်။

၂။ ရည်ညွှန်းချက်(၁)ပါ မြေငှားစာချုပ်(မူကြမ်း)နှင့်စပ်လျဉ်း၍ မန္တလေးတိုင်းဒေသကြီး အစိုးရအဖွဲ့သည် ရည်ညွှန်းချက်(၃)ပါစာဖြင့် မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံးသို့ တင်ပြလာ၍ မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံးက ရည်ညွှန်းချက်(၄)ပါစာဖြင့် ဤရုံးသို့ ဆက်လက်ပေးပို့ တင်ပြလာပါသည်။ ဤရုံးမှစိစစ်ပြီး ရည်ညွှန်းချက်(၅)ပါစာဖြင့် အကြံပြုပြန်ကြားခဲ့ပြီးဖြစ်ပါသည်။

၃။ ရည်ညွှန်းချက်(၅)ပါ ဤရုံး၏ အကြံပြုချက်တွင် ငှားရမ်းမည့်မြေတည်နေရာများမှာ ကွဲပြားလျက်ရှိသဖြင့် မြေတည်နေရာတစ်ခုစီအတွက် မြေငှားစာချုပ်တစ်ရပ်စီ သီးခြားခွဲ၍ ချုပ်ဆိုသင့်ကြောင်း အကြံပြုပြန်ကြားချက်အရ မြေငှားစာချုပ်(မူကြမ်း) ၂ရပ် ပြန်လည်ပြုစုပြီး ရည်ညွှန်းချက်(၁)နှင့် (၂) ပါစာတို့ဖြင့် ထပ်မံပေးပို့တင်ပြလာသော ကိစ္စဖြစ်ပါသည်။

၄။ ရည်ညွှန်းချက်(၁)နှင့် (၂) ပါစာတို့ဖြင့်ထပ်မံပေးပို့လာသောစာချုပ် (မူကြမ်း) ၂ ရပ်အား ယခင်ဤရုံးမှအကြံပြုပြန်ကြားခဲ့သော ရည်ညွှန်းချက်(၅)ပါစာချုပ် (မူကြမ်း)နှင့် တိုက်ဆိုင် စိစစ်ရာ Termination စည်းကမ်းချက်အားဖြည့်စွက်ထားခြင်း၊ Term of Agreement နှင့် Arbitration တို့၌ စည်းကမ်းချက်များ ပြင်ဆင်ဖြည့်စွက်ထားခြင်း၊ Remedies ၌ Notice to Lender of the Project Company's Default စည်းကမ်းချက်အား ထည့်သွင်း ဖော်ပြမှု မရှိခြင်းတို့မှလွဲ၍ ရည်ညွှန်းချက်(၅)ပါစာချုပ်(မူကြမ်း)ပါအတိုင်းပြုစုထားသည်ကိုတွေ့ရှိရပါ သည်။

၅။ ရည်ညွှန်းချက်(၁)ပါစာဖြင့် ပေးပို့လာသော မြေငှားစာချုပ်(မူကြမ်း) ၂ရပ်သည် ငှားရမ်းမည့်မြေတည်နေရာ ကွဲပြားသော်လည်း စာချုပ်ချုပ်ဆိုမည့်ကုမ္ပဏီသည် တစ်ခုတည်းဖြစ်ပြီး စာချုပ်ပုံစံတစ်မျိုးတည်းပြုစုလာ၍ တစ်ပေါင်းတည်းစိစစ်ပြီး အကြံပြုထားပါသည်။

၆။ ရည်ညွှန်းချက်(၁)ပါစာနှင့်အတူ မြေငှားစာချုပ်(မူကြမ်း) ၂ရပ်အား အင်္ဂလိပ်၊ မြန်မာ နှစ်ဘာသာဖြင့် ပြုစုပေးပို့လာပါသည်။ ရည်ညွှန်းချက်(၁)ပါ မြေငှားစာချုပ်(မူကြမ်း) ၂ရပ်၏

Whereas B တွင် ACO Investment Group LLC (ACO) ကုမ္ပဏီသည် ၈-၂-၂၀၁၃ ရက်နေ့တွင် မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့နှင့် MOU တစ်ရပ်ကိုချုပ်ဆိုထားကြောင်းနှင့် စာချုပ်(မူကြမ်း)များ၌ ပူးတွဲပါရှိလာသော အဆိုပါ MOU (မိတ္တူ)အရ MOU ၏ စာချုပ်ဝင်များအပိုဒ်တွင် ACO ကုမ္ပဏီသည် အမေရိကန်နိုင်ငံတွင် တည်ရှိသောကုမ္ပဏီဖြစ်ကြောင်းတွေ့ရှိရပါသည်။ သို့ပါ၍ ဤရုံးအနေဖြင့် အင်္ဂလိပ်ဘာသာဖြင့် ရေးသားပြုစုထားသည့် မြေငှားစာချုပ် (မူကြမ်း) ၂ရပ်အပေါ် ဥပဒေရှုထောင့်မှ လေ့လာစိစစ်ပြီး အောက်ပါအတိုင်းသုံးသပ် အကြံပြု အပ်ပါသည်-

(က) စာချုပ်(မူကြမ်း)စာချုပ်ဝင်စာပိုဒ်၌ Convalt Energy Myanmar အားနောင်တွင် Project Company ဟုရည်ညွှန်းခေါ်ဆိုမည်ဖြစ်ကြောင်း ဖော်ပြထားပါသည်။သို့သော် စာချုပ်(မူကြမ်း) Whereasအပိုဒ် A ၌ Project Company ကို ACO Investment Group LLC(ACO) နှင့်( )တို့ ဖွဲ့စည်းတည်ထောင်မည်ဖြစ်ကြောင်းဖော်ပြထားရာProject Company ၏သတ်မှတ်ဖော်ပြချက်ကိုဌာနကပြန်လည်စိစစ်သင့်ပါသည်၊

(ခ) စာချုပ်(မူကြမ်း)Whereas အပိုဒ် B ၌ ဌာနနှင့် ACO တို့သည် စီမံကိန်းဖွံ့ဖြိုးတိုးတက်ရန်နှင့်ဆောင်ရွက်ရန်အတွက် သင့်တော်သောမြေထောက်ပံ့ရန် ၈-၂-၂၀၁၃ ရက်နေ့၌ MOUချုပ်ဆိုခဲ့ကြောင်း ဖော်ပြထားပါသည်။သို့သော် ယခုစာချုပ်(မူကြမ်း)အားConvalt Energy Myanmar က စာချုပ်ဝင်အဖြစ်လက်မှတ်ရေးထိုးချုပ်ဆိုမည်ဟုဖော်ပြထားရာ ACOနှင့် Convalt Energy Myanmar တို့သည် မည်သို့ချိတ်ဆက်မှုရှိကြောင်းကို Whereas အပိုဒ်၌ရှင်းလင်းစွာဖော်ပြသင့်ပါသည်၊

(ဂ) စာချုပ်(မူကြမ်း)များ အပိုဒ် 6.2 Term of Agreement ၌ Clause 14.11 အရ Power Purchase Agreement စောစွာရပ်စဲခြင်း သို့မဟုတ် စောစွာ

ကုန်ဆုံးခြင်းနှင့် ငှားရမ်းကာလ စောစွာကုန်ဆုံးခြင်းတို့အတွက် နောက်ထပ် နို့တစ်စာမလိုအပ်ဘဲ ယခုစာချုပ်သည် အလိုအလျောက်ရပ်စဲမည်ဟု ဖော်ပြထားပါသည်။ ယခုစာချုပ်၏ ရပ်စဲခြင်းအား Power Purchase Agreement နှင့်ချိတ်ဆက်၍ ဖော်ပြထားသဖြင့် ဌာနအနေဖြင့် သတိပြုသင့်ပါသည်။ ထိုအပြင်စာပိုဒ်ခေါင်းစဉ်အား Term of Agreement ဟုဖော်ပြထားသော်လည်းစာချုပ်ရပ်စဲခြင်း အကြောင်းသာဖော်ပြထားပြီးစာချုပ်သက်တမ်းနှင့် စပ်လျဉ်းသည့်ဖော်ပြချက်မပါရှိ၍ ဖော်ပြရန်လိုအပ်ပါသည်၊

(ဃ) စာချုပ်(မူကြမ်း)များ အပိုဒ် 6.3 Termination ၌ ယခုစာချုပ်သည် Clause 6.2 နှင့်အညီမှလွဲ၍ ရပ်စဲခြင်းမပြုရဟု ဖော်ပြထားရာ ဌာနအနေဖြင့်သတိပြုသင့်ပါသည်၊

(င) စာချုပ်(မူကြမ်း)များ အပိုဒ် 7 Rent ၏ နောက်ဆုံးဝါကျတွင် The Lessee will have the option to develop an additional 12,500 acres at an annual rent of US$ 100 per acre ဟူ၍ ဖော်ပြထားပါသည်၊ Lessee အစား Lessor ဟုယူဆပါသဖြင့် ဌာနမှပြန်လည်စိစစ်သင့်ပါသည်၊

(စ) စာချုပ်(မူကြမ်း)များ အပိုဒ် 11 Arbitration တွင် အငြင်းပွားမှုများအား Singapore နိုင်ငံရှိ United Nations Commission on International Trade Law (UNCITRAL) Arbitration 2010 ဖြင့် ဖြေရှင်းဆောင်ရွက်မည်ဖြစ်ကြောင်း ဖော်ပြထားရာ မြန်မာနိုင်ငံ၌ UNCITRAL Rules ဖြင့် ဖြေရှင်းဆောင်ရွက်ရန် တစ်ဖက်စာချုပ်ဝင်နှင့် ဆွေးနွေးညှိနှိုင်းသင့်ပါသည်၊ ညှိနှိုင်း၍မရပါက ဌာနအနေဖြင့် မိမိ၏စီမံခန့်ခွဲမှုဘောင်အတွင်းမှ စဉ်းစားသုံးသပ်ဆုံးဖြတ်ရန်ဖြစ်ပါသည်၊

(ဆ) စာချုပ်(မူကြမ်း)များတွင် ဥပဒေရေးရာ စည်းကမ်းချက်တစ်ခု ဖြစ်သော Renegotiation စာပိုဒ်မပါရှိ၍ အလားတူစာချုပ်များတွင် ဖော်ပြလေ့ရှိသော စာပိုဒ်အား Slip ကပ်ပေးလိုက်ပါသည်၊

(ဇ) စာချုပ်(မူကြမ်း)များတွင် မြေငှားစာချုပ်များ၌ ဖော်ပြလေ့ရှိသော မြေသို့ပြန်လည်ဝင်ရောက်ခြင်း (Re-entry to the Land) နှင့် ငှားရမ်းထားသည့်မြေအားပြန်လည်လွှဲပြောင်းခြင်း(Retransfer of the Land) စည်းကမ်းချက်များမပါရှိသဖြင့် အလားတူစာချုပ်များတွင်ဖော်ပြလေ့ရှိသော စာပိုဒ်တို့အား Slip ကပ်ပေးလိုက်ပါသည်။ ဌာန၏လိုအပ်ချက်နှင့် ကိုက်ညီမှု ရှိ မရှိ ပြန်လည်စိစစ်သင့်ပါသည်၊

(ဈ) စာချုပ်(မူကြမ်း)များ၌ "အဖိုးတန်ပစ္စည်းများတွေ့ရှိခြင်း (Mineral Resources and Treasures)စည်းကမ်းချက်မပါရှိ၍ထည့်သွင်းဖော်ပြသင့်ပါသည်၊

(ည) စာချုပ်(မူကြမ်း)များ အပိုဒ် 14.1 တွင် Waiver of Sovereign Immunity ဟု သုံးနှုန်းထားရာ "Waiver of Immunity"ဟုသာ သုံးနှုန်းသင့်ပါသည်၊

(ဋ) စာချုပ်(မူကြမ်း)များ အပိုဒ် 14.11 တွင် ဤစာချုပ်အားပယ်ဖျက်ခြင်း၊ သက်တမ်းကုန်ဆုံးခြင်း သို့မဟုတ် စောစွာရပ်စဲခြင်းတို့ပြုလုပ်ပါက ဆက်လက်ကျန်ရှိနေသည့် စည်းကမ်းချက်အပိုဒ်များကို ဌာနအနေဖြင့် သတိပြုသင့်ပါသည်၊

(ဌ) စာချုပ်(မူကြမ်း)များ အပိုဒ် 14.12 Official Language တွင် စာချုပ်ကို အင်္ဂလိပ်၊ မြန်မာနှစ်ဘာသာဖြင့် ချုပ်ဆိုမည်ဖြစ်ကြောင်းဖော်ပြထားရာ ဌာနအနေဖြင့် လိုအပ်မှုရှိပါက အင်္ဂလိပ်ဘာသာဖြင့်ပြုစုထားသော အပြီးသတ်

စာချုပ်(မူကြမ်း)(Final Draft)ကို မြန်မာဘာသာဖြင့်ပြန်ဆို၍ အဆိုပါဘာသာပြန်စာချုပ်(မူကြမ်း)အား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ဥပဒေရေးဆွဲရေးဌာနသို့ ဘာသာပြန်စိစစ်ရန်ပေးပို့နိုင်ပါကြောင်း ဖော်ပြအပ်ပါသည်၊

(ဍ) စာချုပ်(မူကြမ်း) များပါစည်းကမ်းချက်နှင့်စပ်လျဉ်း၍ ရည်ညွှန်းချက် (၅) ပါစာဖြင့် အကြံပြုပြန်ကြားခဲ့သော အကြံပြုချက်အပိုဒ် ၂(ဂ)၊(ဃ)၊(င)၊(စ)၊(ဆ)၊(ဇ)၊(ဈ)၊(ည)၊(ဋ)၊(ဌ)၊(ဎ)၊(ထ)၊(န)၊(ပ) တို့အား ထပ်မံအတည်ပြုကြောင်း အကြံပြုပြန်ကြားအပ်ပါသည်၊

(ဎ) လိုအပ်သောနေရာများတွင် မင်နီဖြင့် ပြင်ဆင်ဖြည့်စွက် ရေးသားပေးလိုက်ပါသည်။

၇။ တံဆိပ်ခေါင်းအက်ဥပဒေပုဒ်မ ၉ အရ တံဆိပ်ခေါင်းခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်မရရှိသေးလျှင် တံဆိပ်ခေါင်းအက်ဥပဒေအရ ကျသင့်သောတံဆိပ်ခေါင်းခွန်ကို မြေအငှားချထားခြင်းခံရသူက ထမ်းဆောင်ရမည်ဖြစ်ပါသည်။

၈။ ဤစာချုပ်(မူကြမ်း) ၂ရပ်ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီဥပဒေကြောင်းအရသာ ဥပဒေအကြံဉာဏ်ပေးခြင်း ဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီးပွားရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့်မှတ်ချက်ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ်များနှင့်စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းရန် အကြံပြုပါသည်။

၉။ ဤစာချုပ်ချုပ်ဆိုခြင်းမပြုမီ Convalt Energy Myanmar ကို တရားဝင်တည်ထောင် ပြီးဖြစ်ရန်လိုအပ်ပါသည်။ ထို့အပြင် ယင်းကုမ္ပဏီသည် ဥပဒေအရ တရားဝင်ဖွဲ့စည်းထားသော ကုမ္ပဏီ ဟုတ် မဟုတ် ၊ စာချုပ်များပါလုပ်ငန်းကို လုပ်ကိုင်နိုင်ခွင့်နှင့် လုပ်ကိုင်နိုင်စွမ်းရှိ

မရှိ ၊ ငွေကြေးအင်အားပြည့်စုံမှုရှိ မရှိ၊ စာချုပ်များတွင် လက်မှက်ရေးထိုးမည့်သူသည် တရားဝင်လွှဲအပ်ခြင်းခံရသူဟုတ် မဟုတ် စသည်တို့ကို ကြိုတင်စိစစ်ရန်လိုအပ်မည်ဖြစ်ပါသည်။

၁၀။ စာချုပ်(မူကြမ်း) ၂ရပ်ကို လက်မှတ်ရေးထိုးချုပ်ဆိုပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန်အတွက် ဤရုံးသို့ မိတ္တူ (၃) စောင်စီပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

၁၁။ ဤ အကြံပြုချက်ကို လျှို့ဝှက်အဆင့် သတ်မှတ်ဆောင်ရွက်ရန် ဖြစ်ပါသည်။

(ကျော်ဆန်း)

ညွှန်ကြားရေးမှူးချုပ်(တာဝန်)

မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံး

မိတ္တူ - မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၊ လျှပ်စစ်နှင့်
စက်မှုလက်မှုဝန်ကြီးဌာန၊ မန္တလေးမြို့။
- ရုံးလက်ခံ
- မျှောစာတွဲ

နောက်ဆက်တွဲ - ဂ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်

မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်

စာအမှတ်၊မဗဘ/ဘဏ်စိစစ်/၄(၂၀၇/၂၀၁၆)

ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ်၊ ဩဂုတ်လ ၂၃ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **သဘောထားမှတ်ချက် ပြန်ကြားခြင်း**

ရည် ညွှန်း ချက် ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၂၈-၇-၂၀၁၆ ရက်စွဲပါ စာအမှတ်၊ မရက-၅(လ)/န-၀၀၁/၂၀၁၆(၄၀၄)

p.1066 1.9.16

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သည် ရည်ညွှန်းချက်ပါစာဖြင့် ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ဆောင်ရွက်မည့် Convalt Energy (Myanmar) Co., Ltd. သည် မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်နှင့် မိတ္ထီလာခရိုင်တို့တွင် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ (၂) ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် Overseas Private Investment Corporation ထံမှ အမေရိကန်ဒေါ်လာ ၃၃၆ သန်း ချေးငွေ ရယူခြင်းအပေါ် မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်၏ သဘောထားမှတ်ချက် တောင်းခံလာခြင်းနှင့် စပ်လျဉ်း၍ အောက်ပါအတိုင်း သဘောထားမှတ်ချက်ပြန်ကြားအပ်ပါသည်-

(က) ရင်းနှီးမြှုပ်နှံမှု စုစုပေါင်း အမေရိကန်ဒေါ်လာ ၄၈၀ သန်းတွင် ချေးငွေ အမေရိကန်ဒေါ်လာ ၃၃၆ သန်း ရှိ၍ ရှယ်ယာရှင်များ၏ ထည့်ဝင်မှု အမေရိကန်ဒေါ်လာ ၁၄၄ သန်း ပါဝင်မည်ဖြစ်ရာ Debt to Equity Ratio မှာ 2.33 : 1 ဖြစ်၍ သင့်ပါသည်၊

(ခ) ချေးငွေအပေါ် အတိုးနှုန်း (Applicable Rate) မှာ Acceptance Date မတိုင်မီတွင် LIBOR +5.5% (p.a) နှင့် Acceptance Date စေ့သည့်နေ့နှင့် နောက်ပိုင်းကာလတွင် LIBOR + 3.5% (p.a) + swap/IRS အတွက် 2.5%(p.a) ထပ်ဆောင်းကောက်ခံမည်ဖြစ်၍ အတိုးနှုန်းမှာ LIBOR +6% (p.a) ဖြစ်ကြောင်း တွေ့ရှိရသည်။ LIBOR Rate ကိုလည်း ၁ လ၊ ၃ လ၊ ၆ လနှင့် ၁၂ လတို့အတွက် အတိုးနှုန်းများအနက် မည်သည့်ကာလအတွက် အတိုးနှုန်းဖြစ်သည်ကို ဖော်ပြရန်လိုပါသည်၊

(ဂ) ချေးငွေပမာဏမှာ အမေရိကန်ဒေါ်လာ ၃၃၆ သန်း ဖြစ်ပြီး အတိုးနှုန်းနှင့် ချေးငွေအရင်းပြန်ဆပ်ခြင်းကို အမေရိကန်ဒေါ်လာဖြင့် ပြန်ဆပ်ရမည်ဖြစ်ရာ ငွေချေးယူ၍

ရင်းနှီးမြှုပ်နှံသူ Convalt Energy (Myanmar) Co., Ltd. သည် ချေးငွေ ပြန်ဆပ်ရန် လုံလောက်သော နိုင်ငံခြားငွေဖြင့် ဝင်ငွေ ရှိ/ မရှိ သိရှိရန်လိုပါသည်။

၂၃/၈/၂၀၁၈

(ခင်စောဦး)

ဒုတိယဥက္ကဋ္ဌ

မိတ္တူကို

Convalt Energy (Myanmar) Co., Ltd.

ရုံးလက်ခံ/မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ၈၉၂ အက်ဖ်စီ / ၂၀၁၅–၂၀၁၆ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ကွန်ဗတ် အင်နာဂျီ (မြန်မာ) ကုမ္ပဏီ လီမိတက် အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၆ နှစ်၊ ဖေဖော်ဝါရီ လ၊ ၁၀ ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့် ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. ....892 F.C.......... of 2015-2016 (YGN)

I hereby certify that ....CONVALT ENERGY (MYANMAR) COMPANY LIMITED ....is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Temporarily given under my hand at Yangon this ....TENTH.................day of.........FEBRUARY, TWO THOUSAND AND SIXTEEN.........

For Director General
(Nilar Mu - Director)
Directorate of Investment and Company Administration

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

FORM 1

FORM OF PERMIT (TEMPORARY)

(See section 27 A)

Permit No. 892 FC/2015-2016 (YG)

Date 10th February, 2016

The Ministry of National Planning and Economic Development of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the CONVALT ENERGY (MYANMAR) COMPANY LIMITED. in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	Convalt Energy (Myanmar) Co., Ltd.
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar.
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	No. 27, U Maung Maung Soe Street, 9th Mile Mayangone Township, Yangon.
(4)	The object for which the company is formed (field of business).	Solar Power Generation
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	USD 500,000,000 divided into 500,000,000 shares of USD 1 each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	February 10, 2016 to August 9, 2016. (SIX MONTHS)
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

By order

For Director General
(Nilar Mu, Director)
Directorate of Investment and Company Administration

CONVALT ENERGY
25B Kanbawza Road, Golden Valley
Yangon, Myanmar
Tel: +95.99.7342.2269

UPDATED Proposed Imported Vehicles List for Project

UPDATED Vehicle List (Total for both Nabuaing & Wundwin Sites)			
Vehicle Model	**Quantity**	**Value**	**Total Value**
Ford F250 Lariat	4	$46,000.00	$184,000.00
Ford F350 Lariat	4	$45,000.00	$180,000.00
Ford F150 Lariat	4	$41,000.00	$164,000.00
Ford Transit	4	$37,500.00	$150,000.00
			$678,000.00

CONVALT ENERGY
25B Kanbawza Road, Golden Valley
Yangon, Myanmar
Tel: +95.99.7342.2269

Updated Machinery & Equipment List to be Imported for the Project (Appendix B-1)

Machinery & Equipment List for 180 MW DC (= 150 MW AC) Solar Farm at Myingyan Site				
Description	Unit of Measure	Model	Total Quantity	Estimated Cost
Panels	Poly – 310 Wp (Not less than 15% efficiency)	First Solar/Canadian Solar	662,000	$117,591,000.00
Inverters	1000 kW capacity Inverter	ABB/GE	264	$ 41,310,000.00
Switchgear/Transformers	Substation Equipment for Power Deliver	ABB/GE	166	$ 12,150,000.00
Structures	Hot Dipped Galvanized Steel structures for mounting the panels	Various	TBD	$ 36,450,000.00
Electrical Bulks	Cables, Fittings for electrical	Various	TBD	$ 24,300,000.00
Instrumentation Bulks	Cables, Fittings for instrumentation	Various	TBD	$ 4,860,000.00
Automobiles	Vehicles for navigating the work site	Ford	4	$ 339,000.00
	Myingyan Site Subtotal			*$237,000,000.00*

Machinery & Equipment List for 180 MW DC (= 150 MW AC) Solar Farm at Meiktila Site				
Description	Unit of Measure	Model	Total Quantity	Estimated Cost
Panels	Poly – 310 Wp (Not less than 15% efficiency)	First Solar/Canadian Solar	662,000	$117,591,000.00
Inverters	1000 kW capacity Inverter	ABB/GE	264	$ 41,310,000.00
Switchgear/Transformers	Substation Equipment for Power Deliver	ABB/GE	166	$ 12,150,000.00
Structures	Hot Dipped Galvanized Steel structures for mounting the panels	Various	TBD	$ 36,450,000.00
Electrical Bulks	Cables, Fittings for electrical	Various	TBD	$ 24,300,000.00
Instrumentation Bulks	Cables, Fittings for instrumentation	Various	TBD	$ 4,860,000.00
Automobiles	Vehicles for navigating the work site	Ford	4	$ 339,000.00
	Meiktila Site Subtotal			*$237,000,000.00*
	Project Grand Total			**$474,000,000.00**

Machinery & Equipment List To be Imported for 150 MW Wettow/Wunthar, Meikhtila Site

Description	UOM	Model	Quantity	Total Quantity for Meikhtila Facility
[illegible]				
Module	Nos.	Poly – 310 Wp (Not less than 15% efficiency)	193952	581,856.00
Module Mounting Structure(2x19)	Set	19 modules per string, Each Structure carry 2	5104	15,312.00
String Monitoring Box with DC –DC Converter	Nos.	Configuration- 20 Inputs(Per Polarity)/ 1 Output, 20 Inputs with 10 A Fuse on positive polarity, 1 Output with	704	2,112.00
DC CABLES				
4 sq.mm Single core 1.1 kV grade Copper(Unarmored) with XLPO Insulation	m.	String to String Monitoring Box: Solar	555954	1,667,862.00
240 sq.mm Single core 1.1kV grade Aluminum (Armored) with XLPE Insulation	m.	String Monitoring Box to Inverter: As per IS	543923	1,631,769.00
MC4 Compatible (6800 Male, 6800 Female)	Nos.	Connectors (50% Male &	103000	309,000.00
TERMINATIONS				
4 sq.mm Pin type Copper lug	Nos.		20500	61,500.00
240 sq.mm Ring type Bimetallic lug	Nos.		7100	21,300.00
M12 MS bolt	Nos.		7100	21,300.00
M12 MS Washer	Nos.		7100	21,300.00
M12 MS Nut	Nos.		7100	21,300.00
HDPE Conduit (28 MM DIAMETER)	m.		70000	210,000.00
TEE Joints			2500	7,500.00
Couplers	lot		1	3.00
Cable Tie (UV Protected)	lot		1	3.00
Cable Markers and Clamps	lot		1	3.00
STRING MONITORING BOX EARTHING				
16 Sq.mm cable- Copper(PVC sheathed)	m.		2000	6,000.00
16 sq.mm Lug- Ring type- Copper	Nos.		1500	4,500.00
M6 MS bolt	Nos.		1500	4,500.00
M6 MS Washer	Nos.		1500	4,500.00
M6 MS Nut+B553	Nos.		1500	4,500.00
INVERTER				
680 kW capacity Inverter	Nos.		88	264.00
SOLAR FIELD EARTHING				
50 x 6 MM GI flat	m.		20000	60,000.00
25 X 3 MM GI flat	m.		17500	52,500.00
2.5 sq. mm PVC sheathed XLPE Insulated copper cable for module earthing	m.		155200	465,600.00
M4 MS bolt	Nos.		51500	154,500.00
M4 MS Washer	Nos.		51500	154,500.00
M4 MS Nut	Nos.		51500	154,500.00
Lug to suit 4 Sq.mm cable (ring type)- Copper	Nos.		51500	154,500.00
Untreated Earth Pits (25 MM dia 3 M long MS rod)	Nos.		40	120.00
[illegible]				
RCC Control Room Building (20m.L X 12m.W) (for 150MW)	Nos.		1	3.00
RCC Sub Control Room Building (25m.L X 14m.W) (for 50MW)	Nos.		1	3.00
Outdoor Inverter Shed (13m.LX 11m.W)	Nos.		22	66.00
OUTDOOR OIL FILLED & DRY TYPE TRANSFORMERS				
1.4/0.7/0.7 MVA, 33/ 0.375/0.375 kV, Dy11y11, ONAN, OFTC ±5% IN STEP OF 2.5% ,Z% = 6.25%	Nos.		44	132.00
150kVA, 33/0.433kV, Dyn11,AN, OFTC ±5% IN STEP OF 2.5% , Z% = 4% (Indoor Dry Type)	Nos.		1	3.00

50kVA, 33/0.433kV, Dyn11,AN, OFTC ±5% IN STEP OF 2.5% , Z% = 4% (Indoor Dry Type)	Nos.		1	3.00
25MVA Power Transformer, 230/33kV, Dyn11, ONAN with RTCC panel, OLVC ± 10% IN STEP OF 1.25% , Z% = 10%	Nos.		2	6.00
Outdoor 33kV HV switchgear with 630A Al bus for 25kA for 1 sec @ Inverter room	Nos.		22	66.00
I) 630A VCB for Inverter Duty transformer incomer - 2Nos.				
II) 630A VCB for outgoing breaker to control room with Line PT - 1Nos.,2				
Indoor 33kV HV switchgear with 1000A Al bus for 25kA for 1 Sec @ Sub Control room - 50MW	Nos.		1	3.00
630A VCB from Inverter room HV switchgear - 14 Nos.				
630A VCB from Inverter duty transformer - 3 Nos.				
630A VCB Aux. trafo feeder with transformer protection - 1Nos.				
1250A VCB Outgoing breaker with Line PT - 1Nos.				
Indoor 33kV HV switchgear with 2500A Al bus for 25kA for 1 Sec @ Pooling Control room extensible at both sides	Nos.		1	3.00
1250A VCB from subcontrol room Incomer - 1 Nos.				
1250A VCB outgoing breaker with Line PT - 2 Nos. for 25MVA Trafo feeder				
630A VCB Aux. trafo feeder with transformer protection - 1Nos.				
LV DISTRIBUTION PANELS				
690V Indoor Main Auxiliary distribution panel - 100A, 25kA for 1 sec with @Pooling Control room I/C – 100A MCCB (Microprocessor release) – 1Nos. (with 100/1A, CL: 0.2S CT & MFM + 27/59+2 & voLVmeter) 32A TPN MCCB – 6Nos. 32A TPN MCB – 4Nos. 32A SPN MCB – 10Nos. 16A SPN MCB – 6 Nos.	Nos.		1	3.00
690V Indoor Main Auxiliary distribution panel - 200A, 25kA for 1 sec with @ sub Control room I/C – 200A MCCB (Microprocessor release) – 1Nos. (with 200/1A, CL: 0.2S CT & MFM + 27/59+2 & voLVmeter) O/G : 125A TPN MCCB – 3Nos. 32A TPN MCCB – 20Nos. 32A TPN MCB – 10Nos. 32A SPN MCB – 10Nos. 16A SPN MCB – 6 Nos. 16A TPN MPCB - 4Nos.	Nos.		1	3.00
415V UPS Indoor AC distribution board with 125A, for 9kA for 1 sec with Incoming & outgoing feeders @ Control room I/C – 125A MCCB – 1Nos. O/G : 32A MCCB TPN – 18Nos. O/G : 16A MCB SPN - 10 Nos.	Nos.		1	3.00
415V UPS outdoor AC distribution board with 32A, for 9kA for 1 sec with Incoming & outgoing feeders @ Inverter room I/C – 32A MCCB – 1Nos. O/G: 16A MCB SPN - 6 Nos. O/G : 4A MCB SPN - 3Nos.	Nos.		16	48.00
415V outdoor Auxiliary load panel with 32A TPN for 9kA for 1 sec with incomin & outgoing feeders @ Inverter room I/C – 32A MCCB TPN – 1Nos. 16A MCB SPN - 4Nos. 4A SPN MCB - 8 Nos.	Nos.		16	48.00
230V Lighting Distribution Board with 32A TPN for 9kA for 1 sec with incoming & outgoing feeders @ Control room I/C - 32A TPN MCB - 1Nos. O/G - 10A MCB SPN - 12 Nos.	Nos.		1	3.00
230V outdoor Lighting Distribution Board with 32A TPN for 9kA for 1 sec with incoming & outgoing feeders @ Switchyard I/C - 32A TPN MCB - 1Nos. O/G - 10A MCB SPN - 8 Nos.	Nos.		1	3.00
230V SCADA PDB with 32A SPN for 9kA for 1 sec with incoming & outgoing feeders @ sub Control room I/C - 16A SPN MCB - 1Nos. O/G - 4A MCB SPN - 8 Nos.	Nos.		1	3.00

T bend	lot		1	3.00
nut washer and other accessories	lot		1	3.00
EARTHING CONDUCTOR				
75X10mm GI flat (Main earth mat, HV panel earthing, Power transformer)	m.		2500	7,500.00
50X6mm GI Flat (LV Distribution panels, ACB panels, DB's, Control desk, Transformer and cable tray earthing)	m.		1500	4,500.00
1CX120 Sq.mm Cu.cable (for Inverter earthing)	m.		650	1,950.00
50mm Dia Pipe Electrode (Treated Earth Pit)	Nos.		160	480.00
Control room (Battery/SCADA room)	Nos.		6	18.00
Lighting FOR CONTROL ROOM & INVERTER ROOM & OUTDOOR Lighting				
2X36W FTL Decorative type recessed mounting luminaire including fixing accessories	Nos.		44	132.00
2X36W CFL Decorative type suspended mounting luminaire including fixing accessories	Nos.		28	84.00
2X36W FTL Decorative type recessed mounting luminaire for 110V DC /230V AC	Nos.		54	162.00
1X60W GLS Industrial type bulkhead ligHV fitting including fixing luminaire	Nos.		20	60.00
1X70W HPSV type ligHV fixture including fixing accessories (outdoor)	Nos.		64	192.00
2X36W FTL Industrial corrosion proof IP 65 luminaire including fixing accessories	Nos.		8	24.00
2X36W FTL Industrial box type channel with stove enameled reflector including fixing accessories	Nos.		125	375.00
Lighting cable for control room	Lot		1	3.00
MISCELLANEOUS ITEMS				
Exhaust fans [ligHV duty] and Associated equipments for swgr exhaust fans	Nos.		24	72.00
Nos. of Telephones Sockets and Associated Equipments	Nos.		2	6.00
5m. Swaged street ligHV fitting of 2X36W	Nos.		45	135.00
16A Switch sockets for AC	Nos.		6	18.00
Welding sockets	Nos.		2	6.00
Switchbox				
8 Way	Nos.		4	12.00
5 Way	Nos.		6	18.00
5A Sockets	Nos.		12	36.00
5A Switches	Nos.		16	48.00
Dummy Plates	Nos.		60	180.00
First Aid box	Nos.		15	45.00
Hand Gloves	Sets		2	6.00
Rubber Mat				
33kv Grade	m.		150	450.00
1.1kV Grade	m.		800	2,400.00
CABLE TRENCH SIZE				
Buried cable trench 2750WX1250D	m.		250	750.00
Buried cable trench 1750WX1250D	m.		450	1,350.00
Buried cable trench 1500WX1250D	m.		1300	3,900.00
Buried cable trench 1000WX1250D	m.		200	600.00
Buried cable trench 800WX1250D	m.		600	1,800.00
FIRE FIGHTING SYSTEM				
DCP Type (ABC type) (10 Kg. Cap)	Nos.		22	66.00
CO2 Type Hand 9 kg	Nos.		22	66.00
Foam Type Hand 9 kg	Nos.		24	72.00
MuLVisensory type Smoke detectors	Nos.		30	90.00
Alarm Notification appliances (Audio device)	Nos.		1	3.00
Fire alarm panel communicable type with SCADA	Nos.		1	3.00
3CX2.5 Sq.mm FRLS cable	lot		1	3.00
Major Equipment for 230kV Switchyard				
230kV Post insulator	Nos.		30	90.00
230kV, 1250A Motorised Isolator with Earth switch	Nos.		5	15.00
230kV, 1250A Motorised Isolator without Earth switch	Nos.		4	12.00
198kV LigHVning arrester	Nos.		12	36.00
230kV, 1250A Circuit Breaker	Nos.		4	12.00
230kV Current transformer (protection)	Nos.		12	36.00

230kV Potential transformer (protection)	Nos.		9	27.00
230kV Current transformer (Tariff metering)	Nos.		6	18.00
230kV Potential transformer (Tariff metering)	Nos.		6	18.00
Tariff main meter including box	Nos.		2	6.00
Tariff Check meter including box	Nos.		2	6.00
Outdoor type 33kV NGR panel - 300A, 63.5 ohm	Nos.		2	6.00
Transformer control and relay panel	Nos.		2	6.00
Line control and relay panel	Nos.		2	6.00
Bay Marshilling box	Nos.		4	12.00
CT junction box	Nos.		4	12.00
PT junction box	Nos.		3	9.00
230kV Tension insulator	Nos.		18	54.00
230kV Suspension insulator	Nos.		12	36.00
Number of Towers	Nos.		10	30.00
Number of Lighting cu.m ligHVning mast's	Nos.		4	12.00
Number of Girders	Nos.		5	15.00
90 LBS Rail for Power Transformer	m.		80	240.00
Details of Various Types Clamps connectors (230kV, 630A)				
Rigid Connectors suitable for 2" IPS tube	Nos.		150	450.00
Flexible Connectors suitable for 2" IPS tube	Nos.		175	525.00
StrigHV through Connectors suitable for 2" IPS tube	Nos.		30	90.00
2" IPS TUBE	Nos.		800	2,400.00
Zebra Conductor	Meters		350	1,050.00
Switchyard Earthing Conductor				
75x10MM MS Flat for main earthing grid	Meters		8500	25,500.00
50x6MM GI Flat for structure, transformer, dbs and equipment earting	Meters		7000	21,000.00
40MM DIA 3M Long GI Pipe Earth Pit	Nos.		60	180.00
7/8 SWG for Shield wire	Meters		1000	3,000.00
8 SWG wire for fencing	Meters		400	1,200.00
Switchyard Cable Tray				
450MM	Meters		1000	3,000.00
300MM	Meters		500	1,500.00
Switchyard Control cables				
3C X 2.5 SQ.MM Cu. Cable	Meters		6000	18,000.00
5C X 2.5 SQ.MM Cu. Cable	Meters		4500	13,500.00
19C X 2.5 SQ.MM Cu. Cable	Meters		3200	9,600.00
37C X 2.5 SQ.MM Cu. Cable	Meters		2000	6,000.00
24C X 2.5 SQ.MM Cu. Cable	Meters		2000	6,000.00
4C X 4 SQ.MM Cu. Cable	Meters		300	900.00
4C X 16 SQ.MM AL. Cable	Meters		600	1,800.00
3.5C X 35 SQ.MM AL. Cable	Meters		600	1,800.00
Switchyard Control cables Terminations				
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		192	576.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		576	1,728.00
5C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		110	330.00
5C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		550	1,650.00
19C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		140	420.00
19C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		2660	7,980.00
37C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		28	84.00
37C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		1036	3,108.00
24C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		54	162.00
24C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		1296	3,888.00
4C X 4 SQ.MM Cu. Cable [GLAND]	Nos.		8	24.00
4C X 4 SQ.MM Cu. Cable [LUG]	Nos.		32	96.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		24	72.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		96	288.00
3.5C X 35 SQ.MM AL. Cable [GLAND]	Nos.		16	48.00
3.5C X 35 SQ.MM AL. Cable [LUG]	Nos.		48	144.00
Switchyard Lighting and accessories				
15 M Swaged flood Lighting Pole including Junction box and nuts and BOLTS	Nos.		4	12.00
250W HPSV lamp	Nos.		12	36.00

230V SCADA PDB with 32A SPN for 9kA for 1 sec with incoming & outgoing feeders @ Pooling Control room I/C - 16A SPN MCB - 1Nos. O/G - 4A MCB SPN - 8 Nos.	Nos.		1	3.00
UPS & BATTERY, BATTERY CHARGER & DCDB @ Sub & Main control room				
80AH, 110V, 1.85 ECV Valve Regulated Lead Acid (VRLA) Batteries with 1 hrs. battery backup	Sets		2	6.00
Float cu.m Boost Charger (25A) (FCBC) Battery Charger Panel	Sets		2	6.00
110V Nos.n Compartmentalised DCDB	Sets		2	6.00
30kVA, 415/415V 3 Phase UPS &SCVS with 1 hrs battery back up	Set		1	3.00
10kVA, 415/230V 1 Phase UPS &SCVS with 1 hrs battery back up	Set		1	3.00
AC CABLE				
HV POWER CABLES, 33KV (UE) XLPE, AL ARMOURED CABLE				
3C X 185 SQ.MM Al. CABLE	m.		13250	39,750.00
3C X 300 SQ.MM Al. CABLE	m.		2000	6,000.00
1CX630 SQ.MM Al. CABLE	m.		200	600.00
INDOOR TERMINATION (HV TERMINATION KIT)				
3C X 185 SQ.MM Al. CABLE	Nos.		100	300.00
3C X 300 SQ.MM Al. CABLE	Nos.		20	60.00
1CX630 SQ.MM Al. CABLE	Nos.		2	6.00
OUTDOOR TERMINATION (HV TERMINATION KIT)				
1CX630 SQ.MM Al. CABLE	Nos.		2	6.00
STRAIGHT THROUGH JOINTING KIT				
3C X 185 SQ.MM	Nos.		16	48.00
3C X 300 SQ.MM	Nos.		2	6.00
1.1kV, XLPE Insulation Cu. Cable (inverter to inverter duty transformer)				
3CX300 Sq.mm Cu. CABLE	m.		4000	12,000.00
TERMINATIONS FOR THE ABOVE				
3CX300 Sq.mm XLPE insulation Cu. cable (Double compression gland)	Nos.		496	1,488.00
3CX300 Sq.mm XLPE insulation Cu. Cable (lugs)	Nos.		1488	4,464.00
1.1kV XLPE insulation cables (Plant Auxiliary system cable)				
3.5CX185 Sq.mm Al. cable	m.		100	300.00
4CX16 Sq.mm Al. cable	m.		23000	69,000.00
3.5CX35 Sq.mm Al. cable	m.		4000	12,000.00
3CX2.5 Sq.mm Cu. Cable	m.		6000	18,000.00
4CX2.5 Sq.mm Cu. Cable	m.		1000	3,000.00
TERMINATION FOR THE ABOVE				
3.5CX185 Sq.mm Al. cable (Double compression Gland)	Nos.		4	12.00
3.5CX185 Sq.mm Al. cable (Ring type Lugs)	Nos.		12	36.00
Neutral lug of 95 Sq.mm	Nos.		4	12.00
4CX16 Sq.mm Al. cable (Double compression Gland)	Nos.		28	84.00
4CX16 Sq.mm Al. cable (Ring Type Lugs)	Nos.		112	336.00
3.5CX35 Sq.mm Al. cable (Double compression Gland)	Nos.		30	90.00
3.5CX35 Sq.mm Al. cable (Ring type Lugs)	Nos.		90	270.00
Neutral lug of 16 Sq.mm	Nos.		30	90.00
3CX2.5 Sq.mm Cu. Cable (Double compression Gland)	Nos.		464	1,392.00
3CX2.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		1392	4,176.00
4CX2.5 Sq.mm Cu. Cable (Double compression Gland)	Nos.		92	276.00
4CX2.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		368	1,104.00
STRAIGHT THROUGH JOINTING KIT				
4CX16 Sq.mm Al. cable	Nos.		4	12.00
CONTROL CABLES (1.1kV, XLPE insulation cable)				
12CX1.5 Sq.mm Cu. Cable	m.		1000	3,000.00
TERMINATION FOR THE ABOVE				
12CX1.5 Sq.mm Cu.cable (Double compression Gland)	Nos.		64	192.00
12CX1.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		768	2,304.00
CABLE TRAY AND SUPPORT SYSTEM				
PERFORATED TRAY (2mm THICK GALVANIZED TRAY)				
300mm	m.		500	1,500.00
LADDER TYPE TRAY (2mm THICK GALVANIZED TRAY)				
600mm	m.		800	2,400.00
300mm	m.		500	1,500.00
L bend	lot		1	3.00

4C X 16 SQ.MM AL. Cable	Meters		500	1,500.00
3C X 2.5 SQ.MM Cu. Cable	Meters		150	450.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		12	36.00
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		24	72.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		48	144.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		124	372.00
[illegible]				
Major Equipment for 230kV Switchyard				
230kV Post insulator	Nos.		12	12.00
230kV, 1250A Motorised Isolator with Earth switch	Nos.		2	2.00
230kV, 1250A Motorised Isolator without Earth switch	Nos.		6	6.00
198kV LigHVning arrester	Nos.		6	6.00
230kV, 1250A Circuit Breaker	Nos.		2	2.00
230kV Current transformer (protection)	Nos.		6	6.00
230kV Potential transformer (protection)	Nos.		0	
230kV Current transformer (Tariff metering)	Nos.		6	6.00
230kV Potential transformer (Tariff metering)	Nos.		6	6.00
Tariff main meter including box	Nos.		2	2.00
Tariff Check meter including box	Nos.		2	2.00
Line control and relay panel	Nos.		2	2.00
Bay Marshiling box	Nos.		2	2.00
CT Junction box	Nos.		2	2.00
PT junction box	Nos.		1	1.00
230kV Tension insulator	Nos.		12	12.00
230kV Suspension insulator	Nos.		6	6.00
Number of Towers	Nos.		6	6.00
Number of Lighting cu.m ligHVning mast's	Nos.		1	1.00
Number of Girders	Nos.		3	3.00
DETAILS OF VARIOUS TYPES CLAMPS CONNECTORS (230kV, 630A)				
Rigid Connectors suitable for 2" IPS tube	Nos.		50	50.00
Flexible Connectors suitable for 2" IPS tube	Nos.		45	45.00
StrigHV through Connectors suitable for 2" IPS tube	Nos.		8	8.00
2" IPS TUBE	Nos.		200	200.00
Zebra Conductor	Meters		100	100.00
SWITCHYARD EARTHING CONDUCTOR				
75x10MM MS Flat for main earthing grid	Meters		2000	2,000.00
50x6MM GI Flat for structure, transformer, dbs and equipment earting	Meters		1000	1,000.00
40MM DIA 3M Long GI Pipe Earth Pit	Nos.		16	16.00
7/8 SWG for Shield wire	Meters		200	200.00
8 SWG wire for fencing	Meters		50	50.00
SWITCHYARD CABLE TRAY				
450MM	Meters		100	100.00
300MM	Meters		100	100.00
SWITCHYARD CONTROL CABLES				
3C X 2.5 SQ.MM Cu. Cable	Meters		800	800.00
5C X 2.5 SQ.MM Cu. Cable	Meters		350	350.00
19C X 2.5 SQ.MM Cu. Cable	Meters		250	250.00
37C X 2.5 SQ.MM Cu. Cable	Meters		300	300.00
24C X 2.5 SQ.MM Cu. Cable	Meters		300	300.00
4C X 4 SQ.MM Cu. Cable	Meters		300	300.00

4C X 16 SQ.MM AL. Cable	Meters		250	250.00
3.5C X 35 SQ.MM AL. Cable	Meters		250	250.00
SWITCHYARD CONTROL CABLES TERMINATIONS				
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		48	48.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		144	144.00
5C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		10	10.00
5C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		50	50.00
19C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		4	4.00
19C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		76	76.00
37C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		2	2.00
37C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		74	74.00
24C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		4	4.00
24C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		96	96.00
4C X 4 SQ.MM Cu. Cable [GLAND]	Nos.		8	8.00
4C X 4 SQ.MM Cu. Cable [LUG]	Nos.		32	32.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		8	8.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		32	32.00
3.5C X 35 SQ.MM AL. Cable [GLAND]	Nos.		4	4.00
3.5C X 35 SQ.MM AL. Cable [LUG]	Nos.		12	12.00
SWITCHYARD LIGHTING AND ACCESSORIES				
15 M Swaged flood Lighting Pole including Junction box and nuts and BOLTS	Nos.		1	1.00
250W HPSV lamp	Nos.		3	3.00
4C X 16 SQ.MM AL. Cable	Meters		150	150.00
3C X 2.5 SQ.MM Cu. Cable	Meters		50	50.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		2	2.00
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		8	8.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		8	8.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		24	24.00
[illegible]				
BAY EXTENSION AT SUBSTATION AREA				
Lightening Arrester	Nos.		**6**	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		2.1	2.10
Foundation Bolts + Bolts and Nuts	MT		0.4	0.42
FOUNDATION				
Excavation	cu.m		126.0	126.00
Backfilling	cu.m		100.8	100.80
Removal of Surplus Earth	cu.m		25.2	25.20
PCC (M10)	cu.m		1.7	1.68
RCC (M20)	cu.m		11.8	11.76
Rebar (Fe 500)	MT		0.7	0.67
Shuttering	sq. m		67.2	67.20
Volume of Grout	cu.m		0.2	0.18
Current Transformers/Metering Current Transformer	Nos.		**12**	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		2.7	2.69
Foundation Bolts	MT		0.5	0.50
Bolts and Nuts	MT		0.3	0.25
FOUNDATION				
Excavation	cu.m		302.4	302.40
Backfilling	cu.m		272.2	272.16
Removal of Surplus	cu.m		30.2	30.24
PCC (M10)	cu.m		6.7	6.72
RCC (M25)	cu.m		38.6	38.64
Rebar (Fe 500)	MT		1.1	1.06

Shuttering	sq. m		157.9	157.92
Volume of Grout	cu.m		0.2	0.24
Potential Transformer/Voltage Transformer	Nos.		6	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		1	1.34
Foundation Bolts	MT		0.04	0.04
Bolts and Nuts	MT		0.04	0.04
FOUNDATION				
Excavation	cu.m		117.6	117.60
Backfilling	cu.m		92.4	92.40
Removal of Surplus Earth	cu.m		25.2	25.20
PCC (M10)	cu.m		2.5	2.52
RCC (M25)	cu.m		12.6	12.60
Rebar (Fe 500)	MT		0.7	0.71
Shuttering	sq. m		67.2	67.20
Volume of Grout	cu.m		0.1	0.12
SF6 Circuit Breaker (3Ph.)	Nos.		2	2.00
STRUCTURE				
FOUNDATION				
Excavation	cu.m		92.4	92.40
Backfilling	cu.m		72.8	72.80
Removal of Surplus Earth	cu.m		19.6	19.60
PCC (M10)	cu.m		2.2	2.24
RCC (M25)	cu.m		19.6	19.60
Rebar (Fe 500)	MT		1.4	1.40
Shuttering	sq. m		78.4	78.40
Volume of Grout	cu.m		0.04	0.04
ISOLATOR - (One pole, three Phase)				
With ES (3ph)	Nos.		2	2.00
Without ES (3ph)	Nos.		6	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		4	4.48
Foundation Bolts	MT		0.10	0.10
Bolts and Nuts	MT		0.06	0.06
FOUNDATION				
Excavation	cu.m		213	212.80
Backfilling	cu.m		188	188.16
Removal of Surplus Earth	cu.m		25	24.64
PCC (M10)	cu.m		5	4.70
RCC (M25)	cu.m		21	21.28
Rebar (Fe 500)	MT		3	2.60
Shuttering	sq. m		146	145.60
Volume of Grout	cu.m		0	0.16
Bus Post Insulator (BPI)	Nos.		12	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		5	5.04
Foundation Bolts	MT		0.15	0.15
Bolts and Nuts	MT		0.08	0.08
FOUNDATION				
Excavation	cu.m		285.60	285.60
Backfilling	cu.m		184.80	184.80
Removal of Surplus Earth	cu.m		100.80	100.80
PCC (M10)	cu.m		6.72	6.72
RCC (M25)	cu.m		33.60	33.60

Rebar (Fe 500)	MT		1.06	1.06
Shuttering	sq. m		112.56	112.56
TOWERS AND GIRDERS				
Girder	Nos.		3	3.00
Structural Steel (Lattice)	MT		6.30	6.30
Bolts and Nuts	MT		0.40	0.40
Towers	Nos.		6	6.00
Structural Steel (Lattice)	MT		21.0	21.00
Foundation Bolts	MT		0.84	0.84
Bolts and Nuts	MT		1.34	1.34
FOUNDATION				
Excavation	cu.m		232.68	232.68
Backfilling	cu.m		197.40	197.40
Removal of Surplus Earth	cu.m		35.28	35.28
PCC (M10)	cu.m		10.08	10.08
RCC (M25)	cu.m		100.80	100.80
Rebar (Fe 500)	MT		10.08	10.08
Shuttering	sq. m		294.00	294.00
Fencing for Switchyard - 1.50m Height of GI Wire Mesh Fencing	RM		200	200.00
GATE FOR SWITCHYARD	Nos.		1	1.00
Lighting Mast	Nos.		1	1.00
Structural Steel (Lattice)	MT		0.25	0.25
Foundation Bolts	MT		0.01	0.01
Bolts and Nuts	MT		0.005	0.01
Foundation				
Excavation	cu.m		1.7	1.70
PCC (1:3:6)	cu.m		0.2	0.20
Concrete(M25)	cu.m		0.8	0.80
Rebar (Fe 500)	MT		0.015	0.02
RCC CABLE TRENCH INSIDE BAY EXTENSION				
Type-A-(600Wx800Dmm)	RM		**250.0**	250.00
Excavation	cu.m		295.0	295.00
PCC (M10)	cu.m		20.0	20.00
RCC (M25)	cu.m		82.5	82.50
Rebar (Fe 500)	MT		10.5	10.50
Shuttering	sq. m		875.0	875.00
Structural Steel	MT		9.0	9.00
Precast Cover Slab - (600W x 1000L MM)	Nos.		250.0	250.00
PROPOSED TRANSMISSION LINE ROUTE LENGTH [illegible] KM (APPROX.)				
*WIND SPAN-335m, ACSR(ZEBRA) CONDUCTOR & GSS EARTHWIRE				
TRANSMISSION LINE TOWER				
Total Nos. of Tower = 2 Nos.				
Steel Weight for Normal Tower - 1 Nos. (Including B&N, STUB & SST)	MT		6.08	6.08
Steel Weight for Normal Tower + 3 M EXT - 1 Nos. (Including B&N, STUB&SST)	MT		6.41	6.41
Foundation				
Soil Excavation	cu.m		60.32	60.32
RCC - M25 Grade	cu.m		8.32	8.32
PCC- M10	cu.m		1.04	1.04
Rebar - Fe500 Grade	MT		0.57	0.57

HARDWARE:				
ACSR -Zebra Conductor- 2400 Meters	m		2400	2,400.00
7/3.18 GS -Earth Wire- 420 Meters	m		420	420.00
70KN Single Suspension Insulator Discs– 260 Nos.	Nos.		260	260.00
Single Suspension Insulator Hardware Fittings	Nos.		18	18.00
Mid Span Compression	Nos.		6	6.00
Repair Sleeve	Nos.		8	8.00
Vibration Damper	Nos.		8	8.00
Flexible Copper Earth Bond	Nos.		4	4.00
Suspension Clamp Assembly	Nos.		15	15.00
Tension Clamp Assembly	Nos.		4	4.00
Vibration Damper for Earth Wire	Nos.		14	14.00
Towering Accessories like Number Plate, Danger Plate, Circuit Plate, ACD and Tower Earthing	SETS		2	2.00
Note: Include Additional Price for Foundation Works, Tower Erection, Condutor/EW - Stringing & Commissioning				
230kV DC TRANSMISSION LINE FOR TENSION				
***WIND SPAN-335m, ACSR(ZEBRA) CONDUCTOR & GSS EARTHWIRE**				
TRANSMISSOIN LINE TOWER				
Total Nos. of Tower = 3 Nos.				
Steel Weight for Normal Tower - 2 Nos. (Including B & N, STUB & SST)	MT		26.78	26.78
Steel Weight for Normal Tower + 3 M Ext - 1 Nos. (Including B & N, STUB & SST)	MT		14.23	14.23
FOUNDATION				
Soil Excavation	cu.m		255.84	255.84
RCC - M25 Grade	cu.m		31.82	31.82
PCC- M10	cu.m		4.68	4.68
Rebar - Fe500 Grade	MT		2.50	2.50
HARDWARE				
ACSR -Zebra Conductor- 3950 Meters	m		3950	3,950.00
7/3.18 GS -Earth Wire- 650 Meters	m		650	650.00
120kN Tension Insulator Discs – 765 Nos.	Nos.		765	765.00
Single Tension Insulator Hardware Fittings Complete	Nos.		45	45.00
Mid Span Compression Joint	Nos.		25	25.00
Repair Sleeve	Nos.		8	8.00
Vibration Damper	Nos.		20	20.00
Pilot Insulator Hardware Strings = 16 Nos.	SETS		16	16.00
120kN Pilot Insulator Discs – 340 Nos.	Nos.		340	340.00
Flexible Copper Earth Bond	Nos.		8	8.00
Suspension Clamp Assembly	Nos.		3	3.00
Tension Clamp Assembly	Nos.		40	40.00
Vibration Damper for Earth Wire	Nos.		15	15.00
Tower Accessories like Number Plate, Danger Plate, Circuit Plate, ACD and Towering Earthing	SETS		3	3.00
MODULE MOUNTING STRUCTURE (FIXED) & FOUNDATION				
i) Structure with Cold Form Sections with Yingli Polycrystalline 300Wp Module (2x19)	MT		2514	2,514.00
Number of Structures = 4255 Nos; Conficguration of Structure = 2 x 19;				
Nos. of Modules per Structure = 38 Nos. ;				
Total Weight of Structure Excluding Weight of B & N = 492.5 kg				
ii) WEIGHT OF BOLTS & NUTS				
Weight of Stainless Steel B & N = (4.45 kg /Structure)	MT		23.0	23.00

iii) WEIGHT OF GI BOLTS & NUTS				
Weight of B & N = (15 kg /Structure)	MT		76.5	76.50

PART - B				
FOUNDATION FOR MODULE MOUNTING STRUCUTRE				
LONG STUB FOUNDATION (1.75m DEPTH and 0.3m DIAMETER)				
Weight of Lipped Channel Section = (11.5 kg/Foundation)	MT		383	383.36
Per Structure 8 Nos. of Foundations; Total Nos. of Foundations = 8x4167 =	Nos.		40,832	40,832.00
Pile Boring Length With 300MM Dia Pile and 1.75M Deep (Stub Embedment Below G.L is 1.70M)	RM		71456	71,456.00
Volume of Concrete for One Foundation (M25 Grade) = 0.130 cu.m Total Volume of Concrete =	cu.m		5309	5,309.00
Area of Shuttering per Structure = (0.6 m2) (With 75mm Projection Above F.G.L)	sq.m		3063	3,063.00
DC PACKAGE				
CABLE TRENCH - STRUCTURE TO INVERTER ROOM - (BURIED TYPE)				
Type - A - (800W X 800D mm)	**RM**		**15000**	15,000.00
Excavation	cu.m		9600	9,600.00
Backfilling	cu.m		5400	5,400.00
Surplus Earth	cu.m		4200	4,200.00
Sand Filling (800Wx250D)	cu.m		3000	3,000.00
2nd Class Brick Layed above Sand Filling (800Wx100D)	cu.m		1200	1,200.00
Warning Tape	RM		15000	15,000.00
Type - B - (1000W X 800D mm)	**RM**		**2200**	2,200.00
Excavation	cu.m		2400	2,400.00
Backfilling	cu.m		1350	1,350.00
Surplus Earth	cu.m		1050	1,050.00
Sand Filling (1000Wx250D)	cu.m		750	750.00
2nd Class Brick Laid above Sand Filling (1000Wx100D)	cu.m		300	300.00
Warning Tape	RM		3000	3,000.00
Type - C - (1200W X 800D mm)	**RM**		**350**	350.00
Excavation	cu.m		480	480.00
Backfilling	cu.m		270	270.00
Surplus Earth	cu.m		210	210.00
Sanding Filling (1200Wx250D)	cu.m		150	150.00
2nd Class Brick Laid above Sand Filling (1200Wx100D)	cu.m		60	60.00
Warning Tape	RM		500	500.00
Structure Support for SMB	**Nos.**		**704**	704.00
Soil Boring for Pile Dia 300mm to a Depth of 600mm below FGL	RM		845	845.00
Concrete (M25 Grade)	cu.m		33	33.00
Structural Steel	MT		32.0	32.00
Bolts & Nuts	MT		1.5	1.50
Lightening Arrestor Pole Foundation	**Nos.**		**44.0**	44.00
Concrete (M25 Grade)	cu.m		4.8	4.80
Surplus Earth	cu.m		4.8	4.80
Rebar (Fe 500)	MT		0.8	0.80
Soil Boring for Pile Dia 300mm to a Depth of 1500mm Below FGL	RM		66.0	66.00
INVERTER ROOM - BLOCK FOUNDATION WITH CANOPY SHED				
Block Foundation - (12 x 8.5m)	**Nos.**		**22**	22.00
FOUNDATION				
Volume of Excavation for Inverter Block	cu.m		1320.0	1,320.00
PCC (M10 Grade)	cu.m		209.0	209.00

RCC (M25 GRADE)				
For 150mm Thick Grade Slab	cu.m		374.0	374.00
STONE MASONRY 350MM THICK				
For Platforms & Steps (CM - 1:6)	cu.m		792.0	792.00
WEIGHT OF REINFORCEMENT- (Fe 500)				
For Grade Slab	MT		44.0	44.00
AREA FOR SHUTTERING WORK				
For Grade Slab	sq. m		660.0	660.00
PLASTERING				
External Plastering with 12mm THK (1:6 cm)	sq. m		3960.0	3,960.00
Morrum Filling	cu.m		1760.0	1,760.00
OVER HEAD CANOPY SHED (13 X 11M)				
Over Head Shed Structure is Galvalnized Sheet	sq. m		3300.0	3,300.00
STRUCTURAL STEEL - FOR SHED				
Structural Steel Members for Shed - Pipe Sections, Square Tubes, Rectangular Tubes	MT		77.0	77.00
Steel Channel Support for Inverters/RMU/UPS	MT		22.0	22.00
Anchor Bolts - 16mm Dia- 500mm Length	MT		0.9	0.90
Bolts & Nuts for Fixing Sheets & Pipes	MT		1.2	1.20
FOUNDATION				
RCC (M25 Grade)	cu.m		92.7	92.70
Shuttering	sq. m		59.4	59.40
Weight of Reinforcement -Fe500 Grade	MT		6.4	6.40
Driving Length of Pile Foundation for Overhead Shed - 2.5m Depth & 450mm Dia	RM		550.0	550.00
RCC CABLE TRENCH INSIDE INVERTER ROOM				
TYPE-A - (1200Wx1500D mm) Type - A - (1200Wx1500D mm)	RM		600.0	600.00
Excavation	cu.m		654.0	654.00
Surplus Earth	cu.m		654.0	654.00
PCC (M10)	cu.m		67.8	67.80
RCC (M25)	cu.m		258.0	258.00
Rebar - Fe 500	MT		27.0	27.00
Shuttering	sq. m		1980.0	1,980.00
Structural Steel	MT		6.0	6.00
Chequred Plate	MT		12.0	12.00
1.4 MVA - Inverter Duty Transformer -(Without Oil Sump Pit)	Nos.		44	44.00
FOUNDATION FOR 1.4MVA TRANSFORMER				
Excavation	cu.m		1320	1,320.00
PCC (M10)	cu.m		110	110.00
RCC (M25)	cu.m		484	484.00
Rebar (Fe 500)	MT		30.7	30.70
Shuttering	sq.m		2200	2,200.00
Anchor Bolts M16 - 300 mm Length	Nos.		528	528.00
Structural Steel	MT		3.52	3.52
40mm Gravel Filling	cu.m		616	616.00
FENCING - 1.50m HV , 75x75x6 ANGLE POST , 2.5M c/c WITH WIREMESH 75 x75 mm WITH (230x350mm) MASONRY WORK	RM		748	748.00
GATE - 3.75m WIDE x 1.50m HEIGHV	Nos.		44	44.00

PVC-PIPE SLEEVE - 300mm DIA PIPE FOR CABLE ENTRY/OUTGOING INVERTER FOUNDATION BLOCK - 5000mm LENGTH EACH	Nos.		352	352.00
INVERTER ROOM ACCESSORIES				
Brickwork for Steps at Front and Backside of Inverter Room	Nos.		22	22.00
Brick Masonry	cu.m		22.0	22.00
(Cement Mortar 1:6) 12mm THK Pastering for Side Walls of Steps	sq. m		110.0	110.00
Firewall with two Transformers for Inverter Shed (5.5m Length/Wall)	Nos.		44	44.00
Excavation	cu.m		620.8	620.80
Backfilling	cu.m		523.2	523.20
Surplus Earth	cu.m		97.7	97.70
PCC(M10)	cu.m		33.7	33.70
RCC (M25 GRADE)				
Plinth Beam	cu.m		26.4	26.40
Lintel Beam	cu.m		26.4	26.40
Column	cu.m		61.6	61.60
Footing	cu.m		66.0	66.00
WEIGHT OF REINFORCEMENT				
Plinth Beam	MT		3.5	3.50
Lintel Beam	MT		3.5	3.50
Column	MT		5.3	5.30
Footing	MT		5.3	5.30
AREA FOR SHUTTERING WORK				
Plinth Beam	sq.m		114.8	114.80
Lintel Beam	sq.m		217.1	217.10
Column	sq.m		640.6	640.60
Footing	sq.m		158.4	158.40
Brick Work - 350mm Thick	cu.m		238.9	238.90
Plastering	sq.m		1900.8	1,900.80
CABLE TRENCH (AC EVACUVATION) - INVERTER ROOM TO CONTROL ROOM - (BURIED TYPE)				
Type - A - (2750W x 1250D mm)	RM		354.8	354.80
Excavation	cu.m		1220.3	1,220.30
Backfilling	cu.m		926.6	926.60
Surplus Earth	cu.m		293.8	293.80
Sanding Filling (2750W x 200D)	cu.m		295.3	295.30
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		97.6	97.60
Warning Tape	RM		355.0	355.00
Type - B - (1750W x 1250D mm)	RM		638.7	638.70
Excavation	cu.m		1400.0	1,400.00
Backfilling	cu.m		164.3	164.30
Surplus Earth	cu.m		335.7	335.70
Sand Filling (1750Wx200D)	cu.m		224.0	224.00
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		112.0	112.00
Warning Tape	RM		640.0	640.00
TYPE - C - (1500W x 1250D mm)	RM		1850.0	1,850.00
Excavation	cu.m		3468.8	3,468.80
Backfilling	cu.m		2636.3	2,636.30
Surplus Earth	cu.m		832.5	832.50
Sanding Filling (1500Wx200D)	cu.m		555.0	555.00
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		277.5	277.50
Warning Tape	RM		1850.0	1,850.00
TYPE - D - (1000W x 1250D mm)	RM		283.9	283.90
Excavation	cu.m		355.0	355.00
Backfilling	cu.m		269.8	269.80
Surplus Earth	cu.m		298.2	298.20

Sand Filling (1000Wx200D)	cu.m		56.8	56.80
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		28.4	28.40
Warning Tape	RM		284.0	284.00
TYPE - E - (800W x 1250D mm)	RM		**851.6**	851.60
Excavation	cu.m		852.0	852.00
Backfilling	cu.m		647.5	647.50
Surplus Earth	cu.m		204.5	204.50
Sand Filling (800Wx200D)	cu.m		136.3	136.30
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		68.2	68.20
Warning Tape	RM		852.0	852.00
STORM WATER DRAINAGE - BRICK MASONRY/RR STONE MASONARY (RECTANGULAR) - INNER DIMENSION (0.8WX0.8D M), WALL THICKNESS -				
TOTAL LENGTH	**RM**		**10645.16**	10,645.16
Excavation	cu.m		22470.0	22,470.00
Backfilling	cu.m		7597.0	7,597.00
Surplus Earth	cu.m		14873.0	14,873.00
Pointing - Cement Mortar - 1:3	sq. m		21400.0	21,400.00
350THK Stone Masonry With CM 1:6	cu.m		6420.0	6,420.00
PCC M10 - 100 THK	cu.m		2247.0	2,247.00
Plastering for Inner Exposed Surface with CM 1:4	sq. m		23540.0	23,540.00
NP-3 CLASS HUME PIPE - AC CABLE/DRAIN/ROAD CROSSING				
300/400/500/700 MM DIA Hume Pipe -Single -7.50M Length	Nos.		150	150.00
Bitumen Road (3.75m Wide + 1m Shoulder on Both Sides of Road) - From Main Entry Gate to Control Room	RM		500	500.00
WBM Road (3.75m Wide + 0.5m Wide Shoulder on Both Sides of Road) - For all Inverter Rooms	RM		3750	3,750.00
150MM SAND GRAVEL MIX FOLLOWED WITH 150mm WBM GRADE III - 95% COMPACTION BY USING 6-10 TON ROLLER WITH 6 PASSES				
Periphery Boundary Access - Providing Space, Clearing Vegetation & Light Compaction - 3.75m Wide	sq. m		14265	14,265.00
Fencing for Solar Field - Chain Link Wire Mesh with Barbed Wire - 2.0m Height above Ground Level	RM		3190	3,190.00
GI Chain Link Diamond Mesh (75 x 75) - 8 Gauge	sq. m		4466	4,466.00
Barbed Wire - 12 Gauge, with 3 Strands	RM		9570	9,570.00
Steel Post of L75x75x6, 0.5m Below Ground & 2m Hieght above GL & Spacking of Adjacent Poles at 3m C/C	MT		21.69	21.69
Pile Foundation (300mm Dia & 1.0m Deep) - 1064 Nos.				
Soil Boring to Depth of 1m/Foundation For 300mm Dia Pile, Length of Boring	RM		1063	1,063.33
PCC M20 Grade	cu.m		293	293.13
MISCELLANIOUS				
Main Entry Gate	Nos.		1	1.00
SECURITY KIOSK				
Prefab (2.5x2.5x3m)	Nos.		1	1.00
Prefab (1.2x1.2x3m)	Nos.		4	4.00
CONTROL ROOM BUILDING - RCC FRAMED STRUCTURE				
Room Size (25 X 14m)	Nos.		1	1.00
EARTHWORK				
Volume of Excavation	cu.m		421.0	421.00
Volume of Backfilling	cu.m		377.0	377.00

Removal of Surplus Earth	cu.m		44.0	44.00
PCC (M10 GRADE)				
Volume of PCC (1:3:6) (For Footing + Below Plinth Wall)	cu.m		15.0	15.00
Volume of PCC for Flooring (1:3:6)	cu.m		15.4	15.40
RCC (M25 GRADE)				
Lintel cu.m Sunshade	cu.m		9.5	9.50
Plinth Beam	cu.m		12.5	12.50
Roof Beam	cu.m		29.0	29.00
Roof Slab - 150 THK	cu.m		53.0	53.00
Column	cu.m		21.5	21.50
Footing	cu.m		26.5	26.50
Flooring	cu.m		13.5	13.50
WEIGHT OF REINFORCEMENT				
Lintel cu.m Sunshade	MT		1.4	1.40
Plinth Beam	MT		1.5	1.50
Roof Beam	MT		3.5	3.50
Roof Slab	MT		4.0	4.00
Column	MT		3.2	3.15
Footing	MT		2.5	2.50
Flooring	MT		1.4	1.40
AREA FOR SHUTTERING WORK				
Lintel cu.m Sunshade	sq. m		77.0	77.00
Plinth Beam	sq. m		95.0	95.00
Roof Beam	sq. m		247.0	247.00
Roof Slab	sq. m		350.0	350.00
Column	sq. m		222.0	222.00
Footing	sq. m		52.0	52.00
Damp Proof Course (1:2:4) - 50mm Thick	sq. m		350.0	350.00
Brickwork 115mm Thick With 1:6 CM	cu.m		5.5	5.50
Brickwork 230mm Thick With 1:6 CM	cu.m		88.0	88.00
Brickwork 350mm Thick With 1:6 CM	cu.m		34.0	34.00
Brickwork for Steps at Front and Backside of Control Room	Nos.		2.0	2.00
Brick Masonry	cu.m		4.2	4.22
Plastering For Side Walls of Steps	sq. m		7.7	7.68
PLASTERING				
External Wall Plastering 12mm THK + 6mm THK in 2 Layers CM (1:5)	sq. m		542.0	542.00
Interal Wall Plastering (Cement Mortar 1:4 - 12mm THK)	sq. m		530.0	530.00
Ceiling Plastering (Cement Mortar 1:4 - 6mm THK)	sq. m		309.0	309.00
FLOOR FINISHING				
Veritified Tile Flooring	sq. m		178.0	178.00
Heavy Duty Ceramic Tile Flooring	sq. m		30.0	30.00
Acid/Akali Resistant Tile	sq. m		13.0	13.00
WALL FINISHES				
Internal Wall - Oil Bound Distamber	sq. m		530.0	530.00
White Wash in Ceiling	sq. m		309.0	309.00
External Wall Painting - (Acrylic Emulsion Paint)	sq. m		542.0	542.00
ROOF INSULATION				
WEATHER PROOF				
20mm THK layer of Cement Mortar of Mix 1:5 Admixed with Water Proofing Compound	sq. m		350.0	350.00
100mm THK Cement Concrete using Brick Bats 25mm to 100mm Size with 50% of Cement Mortar (1:5) Admixed with Water Proofing Compound.	sq. m		350.0	350.00

20mm THK Jointless Cement Mortar Mix (1:4) Admixed with Water Proofing Compound	sq. m		350.0	350.00
Rain Water Down Pipes (UPVC - 100mm Dia)	RM		40.0	40.00
JOINERIES				
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 1500)	sq. m		14.2	14.18
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 750)	sq. m		0.5	0.53
Power Coated Aluminium Fire Proof Door Frame with Glazed Double Door Shutter (2100 x 1800)	sq. m		7.6	7.56
PVC Door Frame with 30mm Thick Flush Door Single Shutter (750 x 2100)	sq. m		1.6	1.58
Power Coated Aluminium Fire Proof Door Frame with Glazed Single Door Shutter (2100 x 1200)	sq. m		5.0	5.04
Aluminium Door Frame with Single Door Shutter (12mm Thick Mainated Board) (2100 x 1000)	sq. m		6.3	6.30
Partly Openable Partly Fixed Glazed Ventilator with Power Coated Section (400 x 600)	sq. m		1.2	1.20
Standard Steel Rolling Shutter (2500 x 3000)	sq. m		7.5	7.50
PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING				
Well Compacted Brick Bats - 75mm THK	cu.m		4.7	4.73
PCC (M10) - 50mm THK	cu.m		3.2	3.15
RCC CABLE TRNCH INSIDE CONTROL ROOM BUILDING				
Type - A - (2800W x 2200D mm)	RM		**24.0**	24.00
Excavation	cu.m		207.8	207.84
PCC (M10)	cu.m		6.0	6.00
RCC (M25)	cu.m		36.5	36.48
Rebar - Fe 500	MT		2.6	2.64
Shuttering	sq. m		110.4	110.40
Structural Steel	MT		1.4	1.44
Chequred Plate	MT		1.2	1.20
Type - B - (1500W x 1200D mm)	RM		**30.0**	30.00
Excavation	cu.m		97.5	97.50
PCC (M10)	cu.m		4.5	4.50
RCC (M25)	cu.m		25.8	25.80
Rebar - Fe 500	MT		1.8	1.80
Shuttering	sq. m		75.0	75.00
Structural Steel	MT		0.6	0.60
Chequred Plate	MT		0.6	0.60
TYPE-C - (300Wx500D mm)	RM		**10.0**	10.00
Excavation	cu.m		9.1	9.10
PCC (M10)	cu.m		0.6	0.60
RCC (M25)	cu.m		3.4	3.40
Rebar - Fe 500	MT		0.3	0.27
Shuttering	sq. m		11.4	11.40
Structural Steel	MT		0.1	0.05
Chequred Plate	MT		0.2	0.20
PVC Pipe Sleeve - 300mm Dia Pipe for Cable Entry into Control Room - 500mm Length each	Nos.		**50**	50.00
OTHERS				
Structural Steel Ladder	LOT		1	1.00
SEWERAGE SYSTEM				
Septic Tank for 20 Users along with Soak Pit	set.		1	1.00
Excavation	cu.m		42.7	42.73
PCC (M10)	cu.m		1.7	1.73
Brick Work in CM (1:6)	cu.m		12.5	12.48
Plastering in CM (1:3)	Sq. m		30.0	30.00

RCC (M25)	cu.m		5.4	5.41
Reinforcement	MT		0.2	0.15
Shuttering	Sq. m		10.0	10.00
100 Dia. AC Ventilating Pipe 4.5m Long with Cowl	set.		1.0	1.00
600 x 600mm. Size CI Manhole Cover with Frame	set.		1.0	1.00
450 x 450mm. Size CI Manhole Cover with Frame	set.		3.0	3.00
Sewerage Line through 100 Dia. SW Pipe	RM		15.0	15.00
WATER SUPPLY & SANITARY				
Wash Basin (Color, Oval Shape) (450 x 550) with all Fittings to be Fixed on Concrete Platform finished with 12mm Thick Polished Granite Stone	Nos.		1	1.00
WC (Western Type) 390mm. high with Toilet Paper Roll Holder and all Fittings	Nos.		2	2.00
Urinal with all Fittings with Photo Volvic Control Flushing System	Nos.		2	2.00
Gully Trap	Nos.		1	1.00
Towel Rod, Soap Holder & Mirror	Nos.		1	1.00
Bib Cock	Nos.		2	2.00
Nally Trap	Nos.		1	1.00
Man Hole Chamber (450 x 450)	Nos.		1	1.00
Supply and Distribution of Cold Water for use within Administration Building with GI Pipes	lot		1	1.00
Providing, Supplying and Fixing CI for Soil and Drain Pipes Underground including all Fittings such as Bends, Tees, Branches Clamps, Reducers	lot		1	1.00
PVC Water Storage Tank - Sintex or Equivalent make Conforming to IS:12701 - 1000 LIT Capacity	Nos.		1.0	1.00
Office Furnitures - Table, Desks & Chairs etc.	LOT		1.0	1.00
RAMP AT ENTRANCE OF CONTROL ROOM				
M25 - Grade Slab	cu.m		2.1	2.10
Rebar - Fe 500	MT		0.1	0.08
Brickwork 350mm Thick	cu.m		1.1	1.05
Compacted Earth Filling	cu.m		9.0	9.00
Plastering - 12mm THK	sq. m		6.0	6.00
COMPOSITE ROOF SLAB				
Structural Steel for Beams including Connecting Angles and Plates	MT		11.8	11.80
Bolts and Nuts	MT		0.03	0.03
Sheeting for Roof Metal Deck (1.25mm THK) including Lapping	sq. m		350.0	350.00
Rebar - Fe 500	MT		1.6	1.55
Concrete for Roof Slab and Belv Beam	cu.m		42.0	42.00
Site Preperation - Grading & Leveling (Clearing Vegetation & Site Clearing need to be considered)	acres		154	154.00
LIGHTING POLE				
Foundation	Nos.		45	45.00
Soil Boring to Depth of 1.2m/Foundation for 350mm Dia Pile, Total Length of Boring	RM		54	54.00
RCC M20	cu.m		9.0	9.00
Rebar - Fe 500	MT		0.42	0.42
MODULE CLEANING SYSTEM AND PIPING WITH UNDERGROUND RCC WATER TANKS				
UNDER GROUND RCC WATER STORAGE TANK				
TANK SIZE: 4x3.5x2 M	Nos.		4	4.00
Excavation for Underground RCC Tanks	cu.m		184	184.00
Backfilling	cu.m		64	64.00
Surplus Earth	cu.m		120	120.00
PCC (1:3:6)	cu.m		6	6.00
RCC M25	cu.m		60	60.00
Rebar - Fe 500	MT		5	5.20

Shuttering	Sq.m		360	360.00
TANK ACCESSORIES FOR UNDERGROUND RCC TANKS				
Man Hole (1 sq.m) Cover - Steel	Nos.		4	4.00
Structural Steel - Fixtures, Bolts & Nuts Structural Steel	MT		0.4	0.40
PIPE QUANTITY				
65mm Dia - HDPE/PVC Pipe from Bore Well to Water Tank	RM		100	100.00
50mm DIA -HDPE/PVC PIPE BETWEEN WATER TANKS	RM		2150	2,150.00
Perforated 12 In. PVC Pipe for Borewell	FT		600	600.00
FIXTURES (FOR 65mm DIA PIPE , FROM BOREWELL TO WATER TANK)				
T-Bends (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		5	5.00
Gate Valve	Nos.		4	4.00
90 Deg Bend (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		6	6.00
45 Deg Bend (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		5	5.00
Joiners for Connecting Pipes (Considering Single Pipe of 6m. Length)	Nos.		17	16.67
FIXTURES (FOR 50mm DIA PIPE , BETWEEN WATER TANKS)				
T-Bends (for 50mm. Dia Pipe) (between Two Water Tanks)	Nos.		10	10.00
Gate Valve	Nos.		10	10.00
90 Deg Bend (For 50mm. Dia Pipe) (Pipe Line Connecting Two Water Tanks)	Nos.		60	60.00
45 Deg Bend (For 50mm. Dia Pipe) (Pipe Line Connecting Two Water Tanks)	Nos.		20	20.00
Joiners for Connecting Pipes (Considering Single Pipe of 6m. Length)	Nos.		358	358.33
PUMP & MOTOR				
Bore Well Sub-Merisible Pump with Motor - 10 HP Motor	Nos.		2	2.00
Pump with Motor - 5 HP Motor (for Supplying Water between Water Tanks)	Nos.		3	3.00
0.5 HP Motors for Drawing Water from the Tank into the Module Cleaning Vehicle	Nos.		4	4.00
A) Trench for Road Crossing (400W X 300D mm)	RM		100	100.00
Excavation	cu.m		12	12.00
Surplus Earth	cu.m		8	8.00
Backfilling	cu.m		4	4.00
Sand Filling - 200mm. THK	cu.m		8	8.00
Hume Pipe (100mm. Dia, 5m. Long)	Nos.		10	10.00
B) Trech for Pipeline (300W x 300D mm.)	RM		2150	2,150.00
Excavation	cu.m		193.5	193.50
Backfilling	cu.m		64.5	64.50
Surplus Earth	cu.m		129	129.00
Sand Filling - 200mm. THK	cu.m		129	129.00
C) Pipeline at Drain Crossing			13	13.00
PCC (M10) Pedestal (275 x 275 mm.)	cu.m		0.559	0.56
Module Cleaning by Mobile Vehicle - with 5000 Liters Capacity Water Tank	Nos.		4	4.00
Nos. of Borewells	Nos.		2	2.00
Ro Plant (if Required)	LOT		1	1.00
230kV SWITCHYARD				
POOLING STATION BUILDING - RCC FRAMED STRUCTURE				
Room Size (20 x 12m)	Nos.		1	1.00
EARTHWORK				
Volume of Excavation	cu.m		280.0	280.00
Volume of Backfilling	cu.m		241.0	241.00
Removal of Surplus Earth	cu.m		39.0	39.00

PCC (M10 GRADE)				
Volume of PCC (1:3:6) (For Footing + below Plinth Wall)	cu.m		14.0	14.00
Volume of PCC for Flooring (1:3:6)	cu.m		13.0	13.00
RCC (M25 GRADE)				
Lintel cu.m Sunshade	cu.m		8.2	8.20
Plinth Beam	cu.m		9.3	9.30
Roof Beam	cu.m		24.0	24.00
Roof Slab - 150 THK	cu.m		36.0	36.00
Column	cu.m		20.0	20.00
Footing	cu.m		25.0	25.00
Flooring	cu.m		13.0	13.00
WEIGHT OF REINFORCEMENT				
Lintel cu.m Sunshade	MT		1.2	1.20
Plinth Beam	MT		1.3	1.30
Roof Beam	MT		3.3	3.30
Roof Slab	MT		2.7	2.70
Column	MT		3.0	3.00
Footing	MT		1.7	1.72
Flooring	MT		1.4	1.40
AREA FOR SHUTTERING WORK				
Lintel cu.m Sunshade	sq. m		63	63.00
Plinth Beam	sq. m		80	80.00
Roof Beam	sq. m		202	202.00
Roof Slab	sq. m		250	250.00
Column	sq. m		196	196.00
Footing	sq. m		45	45.00
Damp Proof Course (1:2:4) - 50mm. Thick	sq. m		240	240.00
Brickwork 115 mm. thick with 1:6 CM	cu.m		7	7.00
Brickwork 230 mm. thick with 1:6 CM	cu.m		97	97.00
Brickwork for Steps at Front and Backside of Control Room	Nos.		2	2.00
Brick Masonry	cu.m		4.2	4.22
Plastering for Side Walls of Steps	sq. m		7.7	7.68
PLASTERING				
External Wall Plastering 12mm. THK + 6mm THK in 2 Layers CM (1:5)	sq. m		373	373.00
Internal Wall Platering (Cement Mortar 1:4 - 12mm. THK)	sq. m		594	594.00
Ceiling Plastering (Cement Mortar 1:4 - 6mm. THK)	sq. m		240	240.00
FLOOR FINISHING				
Virtified Tile Flooring	sq. m		116	116.00
Heavy Duty Ceramic Tile Flooring	sq. m		28	28.00
Acid/Alkali Resistant Tile	sq. m		13	13.00
WALL FINISHES				
Internal Wall - Oil Bound Distamber	sq. m		594	594.00
White Wash in Ceiling	sq. m		240	240.00
External Wall Painting - (Acrylic Emulsion Paint)	sq. m		373	373.00
ROOF INSULATION				
Weather Proof				
20mm. THK Layer of Cement Mortor of Mix 1:5 Admixed with Water Proofing Compound	sq. m		240	240.00
100mm. THK Cement Concrete using Brick Bats 25mm. to 100mm. size with 50% of Cement Mortor (1:5) Admixed with Water Proofing Compound	sq. m		240	240.00
20mm. THK Jointless Cement Motor Mix (1:4) Admixed with Water Proofing Compound	sq. m		240	240.00
Rain Water Down Pipes (UPVC - 100mm. Dia)	RM		40	40.00

JOINERIES				
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 1500)	sq. m		10.1	10.13
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 750)	sq. m		0.5	0.53
Power Coated Aluminium Fireproof Door Frame with Glazed Door Shutter (2100 x 1800)	sq. m		7.6	7.56
PVC Door Frame with 30mm. thick Flush Door Single Shutter (750 x 2100)	sq. m		1.6	1.58
Power Coated Aluminium Fireproof Door Frame with Glazed Ssingle Door Shutter (2100 x 1200)	sq. m		2.5	2.52
Aluminium Door Frame with Single Door Shutter (12mm. thick Mainated Board) (2100 x 1000)	sq. m		6.3	6.30
Partly Openable, Partly Fixed Glazed ventilator with Power Coated Section (400 x 600)	sq. m		1.2	1.20
Standard Steel Rolling Shutter (2500 x 3000)	sq. m		7.5	7.50
PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING				
Well Compacted Brick Bats - 75mm. THK	cu.m		2.6	2.60
PCC (M10) - 50mm. THK	cu.m		3	3.00
RCC CABLE TRNCH INSIDE CONTROL ROOM BUILDING				
Type -A- (2800W x 2200D mm.)	RM		**20**	20.00
Excavation	cu.m		173.2	173.20
PCC (M10)	cu.m		5.0	5.00
RCC (M25)	cu.m		30.4	30.40
Rebar - Fe 500	MT		2.2	2.20
Shuttering	sq. m		92.0	92.00
Structura Steel	MT		1.2	1.20
Chequred Plate	MT		1.0	1.00
				-
Type -B- (1500Wx1200D mm.)	RM		**35**	35.00
Excavation	cu.m		113.8	113.75
PCC (M10)	cu.m		5.3	5.25
RCC (M25)	cu.m		30.1	30.10
Rebar - Fe 500	MT		2.1	2.10
Shuttering	sq. m		87.5	87.50
Structura Steel	MT		0.7	0.70
Chequred Plate	MT		0.7	0.70
				-
Type -C- (300W x 500D mm.)	RM		**10**	10.00
Excavation	cu.m		9.1	9.10
PCC (M10)	cu.m		0.6	0.60
RCC (M25)	cu.m		3.4	3.40
Rebar - Fe 500	MT		0.3	0.27
Shuttering	sq. m		11.4	11.40
Structura Steel	MT		0.1	0.05
Chequred Plate	MT		0.2	0.20
				-
PVC Pipe Sleeve - 300mm. Dia Pipe for Cable Entry into Control Room - 500mm Length Each	Nos.		50	50.00
				-
OTHERS				
Structural Steel Ladder	LOT		1	1.00
				-
SEWERAGE SYSTEM				
Septic Tank for 20 Users along with Soak Pit	set.		1	1.00
Excavation	cu.m		42.7	42.73
PCC (M10)	cu.m		1.7	1.73
Brick Work in CM (1:6)	cu.m		12.5	12.48
Platering in CM (1:3)	Sq. m		30.0	30.00
RCC (M25)	cu.m		5.4	5.41
Reinforcement	MT		0.2	0.15
Shuttering	Sq. m		10.0	10.00

100 Dia. AC Ventilating Pipe 4.5m long with Cowl	set.		1.0	1.00
600 x 600mm. Size CI Manhole Cover with Frame	set.		1.0	1.00
450 x 450mm. Size CI Manhole Cover with Frame	set.		3.0	3.00
Sewerage Line through 100 Dia. SW Pipe	RM		15.0	15.00
WATER SUPPLY & SANITARY				
Wash Basin (Color, Oval Shape) (450 x 550) with all Fittings to be fixed on Concrete Platform finished 12mm. thick Polished Granite Stone)	Nos.		1	1.00
WC (Western Type) 390 mm. high with Toilet Paper Roll Holder and All Fittings	Nos.		2	2.00
Urinal with all Fittings with Photo Volvic Control Flushing System	Nos.		2	2.00
Gully Trap	Nos.		1	1.00
Towel Rod, Soap Holder & Mirror	Nos.		1	1.00
Bib Cock	Nos.		2	2.00
Nally Trap	Nos.		1	1.00
Man Hole Chamber (450 x 450)	Nos.		1	1.00
Supply and Distribution of Cold Water for use within Administration Building with GI Pipes	lot		1	1.00
Providing, Supplying and Fixing CI for Soil and Drain Pipes Underground including all Fittings such as Bends, Tees, Branches Clamps, Reducers	lot		1	1.00
PVC Water Storage Tank - Sintex or Equivalent make conforming to IS:12701 - 100 LIT Capacity	Nos.		1.0	1.00
Office Furnitures - Tables, Desks & Chairs etc.	LOT		1.0	1.00
RAMP AT ENTRANCE OF CONTROL ROOM				
M25- Grade Slab	cu.m		2.1	2.10
Rebar - Fe 500	MT		0.1	0.08
Brickwork 350mm. thick	cu.m		1.1	1.05
Compacted Earth Filling	cu.m		9.0	9.00
Plastering - 12mm. THK	sq. m		6.0	6.00
COMPOSITE ROOF SLAB				
Structural Steel for Beams including connecting Angles and Plates	MT		8.1	8.09
Bolts and Nuts	MT		0.03	0.03
Sheeting for Roof Metal Deck (1.25 mm. THK) including Lapping	sq. m		240	240.00
Rebar - Fe 500	MT		1.2	1.20
Concrete for Roof Slab and Belv Beam	cu.m		29	29.00
POWER TRANSFORMER	Nos.		2	2.00
21MVA, ONAN				
FOUNDATION FOR 21MVA TRANSFORMER				
Excavation	cu.m		102	102.00
PCC (M10)	cu.m		12	12.00
RCC (M25)	cu.m		50	50.00
Rebar - Fe 500	MT		6	6.00
Shuttering	sq.m		520	520.00
Structural Steel	MT		1	1.00
90lbs. Rail	RM		24	24.00
40mm. Gravel Filling	cu.m		12	12.00
BURNT OIL SUMP PIT				
Excavation	cu.m		90	90.00
PCC (M10)	cu.m		2	2.00
RCC (M25)	cu.m		20	20.00
Rebar - Fe 500	MT		2	2.00
Shuttering	sq.m		120	120.00
Structural Steel	MT		0.6	0.60
Man Hole 700 x 700mm.	Nos.		4	4.00
Steel Pipe from Transformer 150mm. Dia	RM		20	20.00
FIREWALL FOR POWER TRANSFORMER	Nos.		1	1.00

Excavation	cu.m		10.3	10.30
Backfilling	cu.m		8.6	8.60
Surplus Earth	cu.m		1.7	1.70
PCC(M10)	cu.m		0.4	0.41
RCC (M25 GRADE)				
Plinth Beam	cu.m		0.8	0.75
Top Beam	cu.m		0.8	0.75
Column	cu.m		1.8	1.80
Footing	cu.m		1.4	1.35
WEIGHT OF REINFORCEMENT				
Plinth Beam	MT		0.05	0.05
Top Beam	MT		0.05	0.05
Column	MT		0.18	0.18
Footing	MT		0.16	0.16
AREA FOR SHUTTERING WORK				
Plinth Beam	sq.m		4.2	4.20
Top Beam	sq.m		6.3	6.30
Column	sq.m		20.2	20.20
Footing	sq.m		3.6	3.60
Brick Work - 350mm. thick	cu.m		10.6	10.60
Plastering	sq.m		72.0	72.00
Lightening Arrester	Nos.		12	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		4.2	4.20
Foundation Bolts + Bolts and Nuts	MT		0.84	0.84
FOUNDATION				
Excavation	cu.m		252.0	252.00
Backfilling	cu.m		201.6	201.60
Removal of Surplus Earth	cu.m		50.4	50.40
PCC (M10)	cu.m		3.36	3.36
RCC (M25)	cu.m		23.5	23.52
Rebar - Fe 500	MT		1.34	1.34
Shuttering	sq. m		134.4	134.40
Volume of Grout	cu.m		0.36	0.36
Current Transformers/Metering Current Transformer	Nos.		18	18.00
STRUCTURE				
Structural Steel (Lattice)	MT		4.0	4.03
Foundation Bolts	MT		0.8	0.76
Bolts and Nuts	MT		0.4	0.38
FOUNDATION				
Excavation	cu.m		453.6	453.60
Backfilling	cu.m		408.2	408.24
Removal of Surplus Earth	cu.m		45.4	45.36
PCC (M10)	cu.m		10.1	10.08
RCC (M25)	cu.m		58.0	57.96
Rebar - Fe 500	MT		1.6	1.59
Shuttering	sq. m		236.9	236.88
Volume of Grout	cu.m		0.4	0.36
				-
Potential Transformer/Voltage Transfomer	Nos.		15	15.00
STRUCTURE				
Structural Steel (Lattice)	MT		3	3.36
Foundation Bolts	MT		0.11	0.11
Bolts and Nuts	MT		0.11	0.11
FOUNDATION				
Excavation	cu.m		294	294.00
Backfilling	cu.m		231	231.00
Removal of Surplus Earth	cu.m		63	63.00
PCC (M10)	cu.m		6	6.30
RCC (M25)	cu.m		32	31.50

Rebar - Fe 500	MT		2	1.79
Shuttering	sq. m		168	168.00
Volume of Grout	cu.m		0.30	0.30
SF6 Circuit Breaker (3Ph.)	Nos.		4	4.00
STRUCTURE				
FOUNDATION				
Excavation	cu.m		184.8	184.80
Backfilling	cu.m		145.6	145.60
Removal of Surplus Earth	cu.m		39.2	39.20
PCC (M10)	cu.m		4.5	4.48
RCC (M25)	cu.m		39.2	39.20
Rebar - Fe 500	MT		2.8	2.80
Shuttering	sq. m		156.8	156.80
Volume of Grout	cu.m		0.08	0.08
ISOLATOR - (One pole, three Phase)				
WITH ES (3ph)	Nos.		5	5.00
WITHOUT ES (3ph)	Nos.		4	4.00
STRUCTURE				
Structural Steel (Lattice)	MT		5	5.04
Foundation Bolts	MT		0.11	0.11
Bolts and Nuts	MT		0.06	0.06
FOUNDATION				
Excavation	cu.m		239	239.40
Backfilling	cu.m		212	211.68
Removal of Surplus Earth	cu.m		28	27.72
PCC (M10)	cu.m		5	5.29
RCC (M25)	cu.m		24	23.94
Rebar - Fe 500	MT		3	2.92
Shuttering	sq. m		164	163.80
Volume of Grout	cu.m		0.18	0.18
BUS POST INSULATOR (BPI)	Nos.		30	30.00
STRUCTURE				
Structural Steel (Lattice)	MT		13	12.60
Foundation Bolts	MT		0.38	0.38
Bolts and Nuts	MT		0.21	0.21
FOUNDATION				
Excavation	cu.m		714	714.00
Backfilling	cu.m		462	462.00
Removal of Surplus Earth	cu.m		252	252.00
PCC (M10)	cu.m		17	16.80
RCC (M25)	cu.m		84	84.00
Rebar - Fe 500	MT		2.6	2.65
Shuttering	sq. m		281	281.40
TOWERS AND GIRDERS				
Girder	Nos.		5	5.00
Structural Steel (Lattice)	MT		10.5	10.50
Bolts and Nuts	MT		0.665	0.67
Towers	Nos.		10	10.00
Structural Steel (Lattice)	MT		32.20	32.20
Foundation Bolts	MT		1.40	1.40
Bolts and Nuts	MT		2.24	2.24
FOUNDATION				
Excavation	cu.m		387.8	387.80

Backfilling	cu.m		329.0	329.00
Removal of Surplus Earth	cu.m		58.8	58.80
PCC (M10)	cu.m		16.8	16.80
RCC (M25)	cu.m		168.0	168.00
Rebar - Fe 500	MT		16.8	16.80
Shuttering	sq. m		490.0	490.00
Anti-Weed Treatment	sq. m		800	800.00
Gravel Filling in Switchyard (150mm. THK)	cu.m		900	900.00
Fencing for Switchyard - 1.50m Height of GI Wire Mesh Fencing	RM		320	320.00
Gate for Switchyard	Nos.		1	1.00
Drainage -Brick Work- 300 x 300mm.	RM		**150**	150.00
Excavation	cu.m		23	23.00
PCC (M10)	cu.m		4.6	4.58
Brick Work in CM (1:6)	cu.m		26	26.00
Plastering 12mm. Thick in CM (1:3)	Sq. m		200	200.00
RCC CABLE TRENCH INSIDE SWITCHYARD				
Type -A- (1200W x 1600D mm.)	RM		300	300.00
Excavation	cu.m		999.0	999.00
PCC (M10)	cu.m		39.0	39.00
RCC (M25)	cu.m		222.0	222.00
Rebar - Fe 500	MT		24.0	24.00
Shuttering	sq. m		2025.0	2,025.00
Structural Steel	MT		9.0	9.00
Precast Cover Slab - (1200W x 1000L mm.)	Nos.		300.0	300.00
TYPE-B-(600Wx800Dmm)	RM		600	600.00
Excavation	cu.m		708.0	708.00
PCC (M10)	cu.m		48.0	48.00
RCC (M25)	cu.m		198.0	198.00
Rebar - Fe 500	MT		25.2	25.20
Shuttering	sq. m		2100.0	2,100.00
Structural Steel	MT		21.6	21.60
Precast Cover Slab - (600W x 1000L mm.)	Nos.		600.0	600.00
NGR & BMK	Nos.		2	2.00
Structural Steel (Lattice)	MT		0.3	0.30
Bolts and Nuts	MT		0.006	0.01
Lighting Mast	Nos.		4	4.00
Structural Steel (Lattice)	MT		1	1.00
Foundation Bolts	MT		0.04	0.04
Bolts and Nuts	MT		0.02	0.02
FOUNDATION				
Excavation	cu.m		6.8	6.80
PCC (1:3:6)	cu.m		0.8	0.80
Concrete (M25)	cu.m		3.2	3.20
Rebar - Fe 500	MT		0.06	0.06
[illegible]				
RTU Panel - Outdoor (IP54)	**Nos.**		**24**	24.00
MAJOR EQUIPMENT FOR ONE RTU PANEL				
a. Central Processing Unit	Nos.		1	1.00
b. Power Supply Unit for Controller	Nos.		1	1.00
c. 16 port Managed Ethernet Switch with direct 2 FO interface	Nos.		1	1.00
d. RS 485 Gateway with 2 MODBUS port	Nos.		5	5.00

e. Modbus Surge Protection device-Dual Channel	Nos.		5	5.00
f. Modbus Isolator - Dual Channel	Nos.		5	5.00
CPU Panel - Indoor (IP42)	Nos.		1	1.00
MAJOR EQUIPMENT FOR ONE CPU PANEL				
a. Central Processing Unit	Nos.		1	1.00
b. Power Supply Unit for Controllers	Nos.		1	1.00
c. 16 port Managed Ethernet Switch with direct 4 FO interface	Nos.		1	1.00
d. Hardware Firewall for Network	Nos.		1	1.00
e. RS485 Repeater	Nos.		27	27.00
Met Station Equipments	Set		3	3.00
a. Global Horizontal Irradiation PyraNos.meter	Nos.		1	1.00
b. TiLVed Irradiation PyraNos.meter (CMP11 - 1)	Nos.		1	1.00
c. Ambient Temperature Sensor	Nos.		1	1.00
d. Module Surface Temperature Sensor	Nos.		1	1.00
e. Wind Vane	Nos.		1	1.00
f. Wind Speed	Nos.		1	1.00
g. Dalalogger	Nos.		1	1.00
Engineering Workstation cu.m Server	Nos.		1	1.00
Server Grade PC with RAID 5 Configuration; Windows 7 Operating System/Windows server; 21 Inch LCD Monitor; intel i7 Processor 2.9 GHz; 2 TB Hard Disk Capacity; 4 GB DDR3 SDRAM; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office and Antivirus license for 1 year				
Operator Workstation	Nos.		1	1.00
PC with RAID 1 Configuration; Windows 7 Operating System; 21 Inch LCD Monitor; Intel i7 Processor 2.9 GHz; 2 TB Hard Disk Capacity; 4 GB DDR3 SDRAM; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office and Antivirus license for 1 year				
SCADA SOFTWARE (WITH OPC SUPPORT)				
a. Programming Software for individual PLC	Nos.		1	1.00
b. SCADA Control Building Licensed Software in Main Control Room for EWS cu.m server & OWS with OPC support	Nos.		1	1.00
c. Web Client Access License	Nos.		3	3.00
Earthing Kit for RTU, CPU & Met station (GI Rods, Charcoal and SaLV)	Nos.		53	53.00
Earthing Kit for SMB loops (GI Rods, Charcoal and SaLV)	Nos.		372	372.00
3 pin socket	lot		1	1.00
Mounting Arrangement of MET station, CPU Panel & RTU Panel	Set		28	28.00
Nuts and BOLTS for mounting the panel	Lot		1	1.00
2.5 sq mm 3 core Flexible Power Supply cable	Meters		1400	1,400.00
2 Pair Armoured RS 485 cable	Meters		149700	149,700.00
Armoured 4core MuLVimode OFC cable	Meters		12600	12,600.00
16Sqmm green/yellow Cable for Earthing	Meters		1700	1,700.00
4Sqmm green/yellow Cable for Earthing (SMB Looping)	Meters		130200	130,200.00
CAT 6 Cable	Meters		15600	15,600.00
RJ45 Jackets	lot		1	1.00
Lugs and Ferrules (tinned copper armoured and shielded)	Lot		1	1.00
Table Top Console For PC/Server & Printer with necessary furniture	Nos.		3	3.00
A4 size Laser Jet B/W Printer	Nos.		1	1.00
RS485 & OFC Termination	lot		1	1.00
The following equipment are considered for monitoring				
a. String Monitoring Box				
b. Inverters (GE)				
c. Tri-Vector Meters/MuLVi function Meter				

d. Weather Station				
Note:				
a. SCADA room should be Air conditioned.				
b. Electronic & Power earthing is considered for all CPU, RTU panels, Met station & SMB loopings..				
c. Centralized UPS is considered.				
d. Power cable is considered in AC BOQ for All SCADA panels & MET Station.				
e. All cable lengths are indicative.				
f. Web client license can be scalable based on demand.				
g. SCADA BOQ is considered for total 150MW (3x50MW) project.				
h. 1 Nos. Weather station is considered for each 50MW plant.				
i. Internet connection will be provided by Client.				
IP based Fixed Camera with necessary mounting arrangements (3 Sub Control Rooms, 1 Main control room & 4 Gate)	Nos.		8	
Image Sensor - 1/2.7" HD 1080 CMOS; Sensor Resolution - 2.1MP 1920x1080; Scanning Mode - Progressive; Sensitivity - Color: 0.1 Lux @ f1.4 / NigHV Mode: 0.03 Lux @ F1.4 at 30 IRE; Signal to Nos.ise Ratio (SNR) ≥50 dB; Compression - Fully compliant muLVi-stream H.264 main profile + MJPEG; Resolution Range - Scalable from CIF to HD1080 (1920x1080); Ethernet - 10 / 100 Base-T auto sensing, half / full duplex (RJ45); Input VoLVage - 12 VDC / 24 VAC ±10% or 802.3af PoE;				
Pole Mount Adapter for outdoor camera	Nos.		4	
Mounting Structure with LigHVning arrester	Nos.		8	
10 m long GI pole to be installed for the mounting of the camera				
Outdoor wall bracket for the camera	Nos.		8	
Enclosure for housing network switch IP65	Nos.		4	
Security Platform for IP Video and Intrusion	Nos.		1	
Windows 7 or latest, Intel I5 processor, 4GB RAM, 500 GB HDD, 2 Gigabit NICs Network, Support 128 MB 667 DDRII cache memory, support Hot spare and automatic hot rebuild, allow online capacity expansion within the enclosure, local audible even Notification alarm;HDMI output				
Network Video recorder specification: H.264/MPEG4, Dual-Stream, MuLVi-channel synchro playback, VGA & CVBS output, 3*USB 2.0, RS485, RS232, Gigabit NIC, with alarm I/O, include CVMS (Central Video Management Software) and Mobile Surveillance Application Front panel operation, IR remote control and mouse operation, 1.5U case 19"80Mbps Bit Rate Input Max(up to 32-ch IP video), 4 SATA Interfaces, alarm I/O: 16/4 with 3 TB Western Digital video surveillance hard disk; Minimum 15 days data storage	Nos.		1	
Supply installation, connection and operation of keyboard controller with function key	Nos.		1	
21" LCD Monitor for main control room (HDMI output with suitable connection accessories to CCTV Workstation)	Nos.		1	
Suitable Table with Necessary Furniture	Nos.		1	
CAT-6 Cable for connecting PC to the Ethernet switch	Meters.		400	
16 Sqmm green/yellow Cable for Earthing	Meters.		400	
4 port UnManaged Ethernet switch with direct 2 FO port	Nos.		7	
8 port UnManaged Ethernet switch with direct 4 FO port	Nos.		1	
3 core 4 sq. mm. armoured cable for power supply	Meters.		400	
Armoured 4 core MuLVi mode OFC cable	Meters		3000	
Fiber Optic Components/connectors/other necessary accessories			As required	
Earthing Kit for camera poles (GI Rods, Charcoal and SaLV)	Nos.		8	
Ford F250 Super Crew Cab Super Duty XLT	Nos.		1	
Ford F350 Super Crew Cab Super Duty XLT	Nos.		1	
Ford Explorer XLT 3.5L V6	Nos.		2	

Ford Expedition King Ranch	Nos.		1	
Range Rover 5.0L Supercharge	Nos.		1	

Total Cost for List of Items Above USD 243,000,000

APPENDIX (B)

CONVALT ENGERGY (MYANMAR) CO., LTD

Machinery & Equipment List To be Imported for 150 MW Nabuaing, Myingyan Site

Description	UOM	Model	Quantity	Total Quantity for Myingyan Facility
[illegible]				
Module	Nos.	Poly – 310 Wp (Not less than 15% efficiency)	193952	581,856.00
Module Mounting Structure(2x19)	Set	19 modules per string, Each Structure carry 2	5104	15,312.00
String Monitoring Box with DC –DC Converter	Nos.	Configuration- 20 Inputs(Per Polarity)/ 1 Output, 20 Inputs with 10 A Fuse on positive polarity, 1 Output with	704	2,112.00
DC CABLES				
4 sq.mm Single core 1.1 kV grade Copper(Unarmored) with XLPO Insulation	m.	String to String Monitoring Box: Solar	555954	1,667,862.00
240 sq.mm Single core 1.1kV grade Aluminum (Armored) with XLPE Insulation	m.	String Monitoring Box to Inverter: As per IS	543923	1,631,769.00
MC4 Compatible (6800 Male, 6800 Female)	Nos.	Connectors (50% Male &	103000	309,000.00
TERMINATIONS				
4 sq.mm Pin type Copper lug	Nos.		20500	61,500.00
240 sq.mm Ring type Bimetallic lug	Nos.		7100	21,300.00
M12 MS bolt	Nos.		7100	21,300.00
M12 MS Washer	Nos.		7100	21,300.00
M12 MS Nut	Nos.		7100	21,300.00
HDPE Conduit (28 MM DIAMETER)	m.		70000	210,000.00
TEE Joints			2500	7,500.00
Couplers	lot		1	3.00
Cable Tie (UV Protected)	lot		1	3.00
Cable Markers and Clamps	lot		1	3.00
STRING MONITORING BOX EARTHING				
16 Sq.mm cable- Copper(PVC sheathed)	m.		2000	6,000.00
16 sq.mm Lug- Ring type- Copper	Nos.		1500	4,500.00
M6 MS bolt	Nos.		1500	4,500.00
M6 MS Washer	Nos.		1500	4,500.00
M6 MS Nut+B553	Nos.		1500	4,500.00
INVERTER				
680 kW capacity Inverter	Nos.		88	264.00
SOLAR FIELD EARTHING				
50 x 6 MM GI flat	m.		20000	60,000.00
25 X 3 MM GI flat	m.		17500	52,500.00
2.5 sq. mm PVC sheathed XLPE insulated copper cable for module earthing	m.		155200	465,600.00
M4 MS bolt	Nos.		51500	154,500.00
M4 MS Washer	Nos.		51500	154,500.00
M4 MS Nut	Nos.		51500	154,500.00
Lug to suit 4 Sq.mm cable (ring type)- Copper	Nos.		51500	154,500.00
Untreated Earth Pits (25 MM dia 3 M long MS rod)	Nos.		40	120.00
[illegible]				
RCC Control Room Building (20m.L X 12m.W) (for 150MW)	Nos.		1	3.00
RCC Sub Control Room Building (25m.L X 14m.W) (for 50MW)	Nos.		1	3.00
Outdoor Inverter Shed (13m.LX 11m.W)	Nos.		22	66.00
OUTDOOR OIL FILLED & DRY TYPE TRANSFORMERS				
1.4/0.7/0.7 MVA, 33/ 0.375/0.375 kV, Dy11y11, ONAN, OFTC ±5% IN STEP OF 2.5% ,Z% = 6.25%	Nos.		44	132.00
150kVA, 33/0.433kV, Dyn11,AN, OFTC ±5% IN STEP OF 2.5% , Z% = 4% (Indoor Dry Type)	Nos.		1	3.00

50kVA, 33/0.433kV, Dyn11,AN, OFTC ±5% IN STEP OF 2.5% , Z% = 4% (Indoor Dry Type)	Nos.		1	3.00
25MVA Power Transformer, 230/33kV, Dyn11, ONAN with RTCC panel, OLVC ± 10% IN STEP OF 1.25% , Z% = 10%	Nos.		2	6.00
Outdoor 33kV HV switchgear with 630A Al bus for 25kA for 1 sec @ Inverter room	Nos.		22	66.00
i) 630A VCB for Inverter Duty transformer Incomer - 2Nos.				
ii) 630A VCB for outgoing breaker to control room with Line PT - 1Nos.,2				
Indoor 33kV HV switchgear with 1000A Al bus for 25kA for 1 Sec @ Sub Control room - 50MW	Nos.		1	3.00
630A VCB from Inverter room HV switchgear - 14 Nos.				
630A VCB from Inverter duty transformer - 3 Nos.				
630A VCB Aux. trafo feeder with transformer protection - 1Nos.				
1250A VCB Outgoing breaker with Line PT - 1Nos.				
Indoor 33kV HV switchgear with 2500A Al bus for 25kA for 1 Sec @ Pooling Control room extensible at both sides	Nos.		1	3.00
1250A VCB from subcontrol room Incomer - 1 Nos.				
1250A VCB outgoing breaker with Line PT - 2 Nos. for 25MVA Trafo feeder				
630A VCB Aux. trafo feeder with transformer protection - 1Nos.				
LV DISTRIBUTION PANELS				
690V Indoor Main Auxiliary distribution panel - 100A, 25kA for 1 sec with @Pooling Control room I/C – 100A MCCB (Microprocessor release) – 1Nos. (with 100/1A, CL: 0.2S CT & MFM + 27/59+2 & voLVmeter) 32A TPN MCCB – 6Nos. 32A TPN MCB – 4Nos. 32A SPN MCB – 10Nos. 16A SPN MCB – 6 Nos.	Nos.		1	3.00
690V Indoor Main Auxiliary distribution panel - 200A, 25kA for 1 sec with @ sub Control room I/C – 200A MCCB (Microprocessor release) – 1Nos. (with 200/1A, CL: 0.2S CT & MFM + 27/59+2 & voLVmeter) O/G : 125A TPN MCCB – 3Nos. 32A TPN MCCB – 20Nos. 32A TPN MCB – 10Nos. 32A SPN MCB – 10Nos. 16A SPN MCB – 6 Nos. 16A TPN MPCB - 4Nos.	Nos.		1	3.00
415V UPS Indoor AC distribution board with 125A, for 9kA for 1 sec with incoming & outgoing feeders @ Control room I/C – 125A MCCB – 1Nos. O/G : 32A MCCB TPN – 18Nos. O/G : 16A MCB SPN - 10 Nos.	Nos.		1	3.00
415V UPS outdoor AC distribution board with 32A, for 9kA for 1 sec with incoming & outgoing feeders @ Inverter room I/C – 32A MCCB – 1Nos. O/G: 16A MCB SPN - 6 Nos. O/G : 4A MCB SPN - 3Nos.	Nos.		16	48.00
415V outdoor Auxiliary load panel with 32A TPN for 9kA for 1 sec with incomin & outgoing feeders @ Inverter room I/C – 32A MCCB TPN – 1Nos. 16A MCB SPN - 4Nos. 4A SPN MCB - 8 Nos.	Nos.		16	48.00
230V Lighting Distribution Board with 32A TPN for 9kA for 1 sec with incoming & outgoing feeders @ Control room I/C - 32A TPN MCB - 1Nos. O/G - 10A MCB SPN - 12 Nos.	Nos.		1	3.00
230V outdoor Lighting Distribution Board with 32A TPN for 9kA for 1 sec with incoming & outgoing feeders @ Switchyard I/C - 32A TPN MCB - 1Nos. O/G - 10A MCB SPN - 8 Nos.	Nos.		1	3.00
230V SCADA PDB with 32A SPN for 9kA for 1 sec with incoming & outgoing feeders @ sub Control room I/C - 16A SPN MCB - 1Nos. O/G - 4A MCB SPN - 8 Nos.	Nos.		1	3.00

230V SCADA PDB with 32A SPN for 9kA for 1 sec with incoming & outgoing feeders @ Pooling Control room I/C - 16A SPN MCB - 1Nos. O/G - 4A MCB SPN - 8 Nos.	Nos.		1	3.00
UPS & BATTERY, BATTERY CHARGER & DCDB @ Sub & Main control room				
80AH, 110V, 1.85 ECV Valve Regulated Lead Acid (VRLA) Batteries with 1 hrs. battery backup	Sets		2	6.00
Float cu.m Boost Charger (25A) (FCBC) Battery Charger Panel	Sets		2	6.00
110V Nos.n Compartmentalised DCDB	Sets		2	6.00
30kVA, 415/415V 3 Phase UPS &SCVS with 1 hrs battery back up	Set		1	3.00
10kVA, 415/230V 1 Phase UPS &SCVS with 1 hrs battery back up	Set		1	3.00
AC CABLE				
HV POWER CABLES, 33KV (UE) XLPE, AL ARMOURED CABLE				
3C X 185 SQ.MM Al. CABLE	m.		13250	39,750.00
3C X 300 SQ.MM Al. CABLE	m.		2000	6,000.00
1CX630 SQ.MM Al. CABLE	m.		200	600.00
INDOOR TERMINATION (HV TERMINATION KIT)				
3C X 185 SQ.MM Al. CABLE	Nos.		100	300.00
3C X 300 SQ.MM Al. CABLE	Nos.		20	60.00
1CX630 SQ.MM Al. CABLE	Nos.		2	6.00
OUTDOOR TERMINATION (HV TERMINATION KIT)				
1CX630 SQ.MM Al. CABLE	Nos.		2	6.00
STRAIGHT THROUGH JOINTING KIT				
3C X 185 SQ.MM	Nos.		16	48.00
3C X 300 SQ.MM	Nos.		2	6.00
1.1kV, XLPE insulation Cu. Cable (Inverter to Inverter duty transformer)				
3CX300 Sq.mm Cu. CABLE	m.		4000	12,000.00
TERMINATIONS FOR THE ABOVE				
3CX300 Sq.mm XLPE insulation Cu. cable (Double compression gland)	Nos.		496	1,488.00
3CX300 Sq.mm XLPE insulation Cu. Cable (lugs)	Nos.		1488	4,464.00
1.1kV, XLPE insulation cables (Plant Auxiliary system cable)				
3.5CX185 Sq.mm Al. cable	m.		100	300.00
4CX16 Sq.mm Al. cable	m.		23000	69,000.00
3.5CX35 Sq.mm Al. cable	m.		4000	12,000.00
3CX2.5 Sq.mm Cu. Cable	m.		6000	18,000.00
4CX2.5 Sq.mm Cu. Cable	m.		1000	3,000.00
TERMINATION FOR THE ABOVE				
3.5CX185 Sq.mm Al. cable (Double compression Gland)	Nos.		4	12.00
3.5CX185 Sq.mm Al. cable (Ring type Lugs)	Nos.		12	36.00
Neutral lug of 95 Sq.mm	Nos.		4	12.00
4CX16 Sq.mm Al. cable (Double compression Gland)	Nos.		28	84.00
4CX16 Sq.mm Al. cable (Ring Type Lugs)	Nos.		112	336.00
3.5CX35 Sq.mm Al. cable (Double compression Gland)	Nos.		30	90.00
3.5CX35 Sq.mm Al. cable (Ring type Lugs)	Nos.		90	270.00
Neutral lug of 16 Sq.mm	Nos.		30	90.00
3CX2.5 Sq.mm Cu. Cable (Double compression Gland)	Nos.		464	1,392.00
3CX2.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		1392	4,176.00
4CX2.5 Sq.mm Cu. Cable (Double compression Gland)	Nos.		92	276.00
4CX2.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		368	1,104.00
STRAIGHT THROUGH JOINTING KIT				
4CX16 Sq.mm Al. cable	Nos.		4	12.00
CONTROL CABLES (1.1kV, XLPE insulation cable)				
12CX1.5 Sq.mm Cu. Cable	m.		1000	3,000.00
TERMINATION FOR THE ABOVE				
12CX1.5 Sq.mm Cu.cable (Double compression Gland)	Nos.		64	192.00
12CX1.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		768	2,304.00
CABLE TRAY AND SUPPORT SYSTEM				
PERFORATED TRAY (2mm THICK GALVANIZED TRAY)				
300mm	m.		500	1,500.00
LADDER TYPE TRAY (2mm THICK GALVANIZED TRAY)				
600mm	m.		800	2,400.00
300mm	m.		500	1,500.00
L bend	lot		1	3.00

T bend	lot		1	3.00
nut washer and other accessories	lot		1	3.00
EARTHING CONDUCTOR				
75X10mm GI flat (Main earth mat, HV panel earthing, Power transformer)	m.		2500	7,500.00
50X6mm GI Flat (LV Distribution panels, ACB panels, DB's, Control desk, Transformer and cable tray earthing)	m.		1500	4,500.00
1CX120 Sq.mm Cu.cable (for inverter earthing)	m.		650	1,950.00
50mm Dia Pipe Electrode (Treated Earth Pit)	Nos.		160	480.00
Control room (Battery/SCADA room)	Nos.		6	18.00
Lighting FOR CONTROL ROOM & INVERTER ROOM & OUTDOOR Lighting				
2X36W FTL Decorative type recessed mounting luminaire including fixing accessories	Nos.		44	132.00
2X36W CFL Decorative type suspended mounting luminaire including fixing accessories	Nos.		28	84.00
2X36W FTL Decorative type recessed mounting luminaire for 110V DC /230V AC	Nos.		54	162.00
1X60W GLS Industrial type bulkhead ligHV fitting including fixing luminaire	Nos.		20	60.00
1X70W HPSV type ligHV fixture including fixing accessories (outdoor)	Nos.		64	192.00
2X36W FTL Industrial corrosion proof IP 65 luminaire including fixing accessories	Nos.		8	24.00
2X36W FTL Industrial box type channel with stove enameled reflector including fixing accessories	Nos.		125	375.00
Lighting cable for control room	Lot		1	3.00
MISCELLANEOUS ITEMS				
Exhaust fans [ligHV duty] and Associated equipments for swgr exhaust fans	Nos.		24	72.00
Nos. of Telephones Sockets and Associated Equipments	Nos.		2	6.00
5m. Swaged street ligHV fitting of 2X36W	Nos.		45	135.00
16A Switch sockets for AC	Nos.		6	18.00
Welding sockets	Nos.		2	6.00
Switchbox				
8 Way	Nos.		4	12.00
5 Way	Nos.		6	18.00
5A Sockets	Nos.		12	36.00
5A Switches	Nos.		16	48.00
Dummy Plates	Nos.		60	180.00
First Aid box	Nos.		15	45.00
Hand Gloves	Sets		2	6.00
Rubber Mat				
33kv Grade	m.		150	450.00
1.1kV Grade	m.		800	2,400.00
CABLE TRENCH SIZE				
Buried cable trench 2750WX1250D	m.		250	750.00
Buried cable trench 1750WX1250D	m.		450	1,350.00
Buried cable trench 1500WX1250D	m.		1300	3,900.00
Buried cable trench 1000WX1250D	m.		200	600.00
Buried cable trench 800WX1250D	m.		600	1,800.00
FIRE FIGHTING SYSTEM				
DCP Type (ABC type) (10 Kg. Cap)	Nos.		22	66.00
CO2 Type Hand 9 kg	Nos.		22	66.00
Foam Type Hand 9 kg	Nos.		24	72.00
MulVisensory type Smoke detectors	Nos.		30	90.00
Alarm Notification appliances (Audio device)	Nos.		1	3.00
Fire alarm panel communicable type with SCADA	Nos.		1	3.00
3CX2.5 Sq.mm FRLS cable	lot		1	3.00
Major Equipment for 230kV Switchyard				
230kV Post Insulator	Nos.		30	90.00
230kV, 1250A Motorised Isolator with Earth switch	Nos.		5	15.00
230kV, 1250A Motorised Isolator without Earth switch	Nos.		4	12.00
198kV LigHVning arrester	Nos.		12	36.00
230kV, 1250A Circuit Breaker	Nos.		4	12.00
230kV Current transformer (protection)	Nos.		12	36.00

230kV Potential transformer (protection)	Nos.		9	27.00
230kV Current transformer (Tariff metering)	Nos.		6	18.00
230kV Potential transformer (Tariff metering)	Nos.		6	18.00
Tariff main meter including box	Nos.		2	6.00
Tariff Check meter including box	Nos.		2	6.00
Outdoor type 33kV NGR panel - 300A, 63.5 ohm	Nos.		2	6.00
Transformer control and relay panel	Nos.		2	6.00
Line control and relay panel	Nos.		2	6.00
Bay Marshilling box	Nos.		4	12.00
CT junction box	Nos.		4	12.00
PT junction box	Nos.		3	9.00
230kV Tension insulator	Nos.		18	54.00
230kV Suspension insulator	Nos.		12	36.00
Number of Towers	Nos.		10	30.00
Number of Lighting cu.m ligHVning mast's	Nos.		4	12.00
Number of Girders	Nos.		5	15.00
90 LBS Rail for Power Transformer	m.		80	240.00
Details of Various Types Clamps connectors (230kV, 630A)				
Rigid Connectors suitable for 2" IPS tube	Nos.		150	450.00
Flexible Connectors suitable for 2" IPS tube	Nos.		175	525.00
StrigHV through Connectors suitable for 2" IPS tube	Nos.		30	90.00
2" IPS TUBE	Nos.		800	2,400.00
Zebra Conductor	Meters		350	1,050.00
Switchyard Earthing Conductor				
75x10MM MS Flat for main earthing grid	Meters		8500	25,500.00
50x6MM GI Flat for structure, transformer, dbs and equipment earting	Meters		7000	21,000.00
40MM DIA 3M Long GI Pipe Earth Pit	Nos.		60	180.00
7/8 SWG for Shield wire	Meters		1000	3,000.00
8 SWG wire for fencing	Meters		400	1,200.00
Switchyard Cable Tray				
450MM	Meters		1000	3,000.00
300MM	Meters		500	1,500.00
Switchyard Control cables				
3C X 2.5 SQ.MM Cu. Cable	Meters		6000	18,000.00
5C X 2.5 SQ.MM Cu. Cable	Meters		4500	13,500.00
19C X 2.5 SQ.MM Cu. Cable	Meters		3200	9,600.00
37C X 2.5 SQ.MM Cu. Cable	Meters		2000	6,000.00
24C X 2.5 SQ.MM Cu. Cable	Meters		2000	6,000.00
4C X 4 SQ.MM Cu. Cable	Meters		300	900.00
4C X 16 SQ.MM AL. Cable	Meters		600	1,800.00
3.5C X 35 SQ.MM AL. Cable	Meters		600	1,800.00
Switchyard Control cables Terminations				
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		192	576.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		576	1,728.00
5C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		110	330.00
5C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		550	1,650.00
19C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		140	420.00
19C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		2660	7,980.00
37C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		28	84.00
37C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		1036	3,108.00
24C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		54	162.00
24C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		1296	3,888.00
4C X 4 SQ.MM Cu. Cable [GLAND]	Nos.		8	24.00
4C X 4 SQ.MM Cu. Cable [LUG]	Nos.		32	96.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		24	72.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		96	288.00
3.5C X 35 SQ.MM AL. Cable [GLAND]	Nos.		16	48.00
3.5C X 35 SQ.MM AL. Cable [LUG]	Nos.		48	144.00
Switchyard Lighting and accessories				
15 M Swaged flood Lighting Pole including Junction box and nuts and BOLTS	Nos.		4	12.00
250W HPSV lamp	Nos.		12	36.00

4C X 16 SQ.MM AL. Cable	Meters		500	1,500.00
3C X 2.5 SQ.MM Cu. Cable	Meters		150	450.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		12	36.00
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		24	72.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		48	144.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		124	372.00
[illegible]				
Major Equipment for 230kV Switchyard				
230kV Post Insulator	Nos.		12	12.00
230kV, 1250A Motorised Isolator with Earth switch	Nos.		2	2.00
230kV, 1250A Motorised Isolator without Earth switch	Nos.		6	6.00
198kV LigHVning arrester	Nos.		6	6.00
230kV, 1250A Circuit Breaker	Nos.		2	2.00
230kV Current transformer (protection)	Nos.		6	6.00
230kV Potential transformer (protection)	Nos.		0	-
230kV Current transformer (Tariff metering)	Nos.		6	6.00
230kV Potential transformer (Tariff metering)	Nos.		6	6.00
Tariff main meter including box	Nos.		2	2.00
Tariff Check meter including box	Nos.		2	2.00
Line control and relay panel	Nos.		2	2.00
Bay Marshilling box	Nos.		2	2.00
CT junction box	Nos.		2	2.00
PT junction box	Nos.		1	1.00
230kV Tension insulator	Nos.		12	12.00
230kV Suspension insulator	Nos.		6	6.00
Number of Towers	Nos.		6	6.00
Number of Lighting cu.m ligHVning mast's	Nos.		1	1.00
Number of Girders	Nos.		3	3.00
DETAILS OF VARIOUS TYPES CLAMPS CONNECTORS (230kV, 630A)				
Rigid Connectors suitable for 2" IPS tube	Nos.		50	50.00
Flexible Connectors suitable for 2" IPS tube	Nos.		45	45.00
StrigHV through Connectors suitable for 2" IPS tube	Nos.		8	8.00
2" IPS TUBE	Nos.		200	200.00
Zebra Conductor	Meters		100	100.00
SWITCHYARD EARTHING CONDUCTOR				
75x10MM MS Flat for main earthing grid	Meters		2000	2,000.00
50x6MM GI Flat for structure, transformer, dbs and equipment earting	Meters		1000	1,000.00
40MM DIA 3M Long GI Pipe Earth Pit	Nos.		16	16.00
7/8 SWG for Shield wire	Meters		200	200.00
8 SWG wire for fencing	Meters		50	50.00
SWITCHYARD CABLE TRAY				
450MM	Meters		100	100.00
300MM	Meters		100	100.00
SWITCHYARD CONTROL CABLES				
3C X 2.5 SQ.MM Cu. Cable	Meters		800	800.00
5C X 2.5 SQ.MM Cu. Cable	Meters		350	350.00
19C X 2.5 SQ. MM Cu. Cable	Meters		250	250.00
37C X 2.5 SQ. MM Cu. Cable	Meters		300	300.00
24C X 2.5 SQ. MM Cu. Cable	Meters		300	300.00
4C X 4 SQ.MM Cu. Cable	Meters		300	300.00

4C X 16 SQ.MM AL. Cable	Meters		250	250.00
3.5C X 35 SQ.MM AL. Cable	Meters		250	250.00
SWITCHYARD CONTROL CABLES TERMINATIONS				
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		48	48.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		144	144.00
5C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		10	10.00
5C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		50	50.00
19C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		4	4.00
19C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		76	76.00
37C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		2	2.00
37C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		74	74.00
24C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		4	4.00
24C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		96	96.00
4C X 4 SQ.MM Cu. Cable [GLAND]	Nos.		8	8.00
4C X 4 SQ.MM Cu. Cable [LUG]	Nos.		32	32.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		8	8.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		32	32.00
3.5C X 35 SQ.MM AL. Cable [GLAND]	Nos.		4	4.00
3.5C X 35 SQ.MM AL. Cable [LUG]	Nos.		12	12.00
SWITCHYARD LIGHTING AND ACCESSORIES				
15 M Swaged flood Lighting Pole including Junction box and nuts and BOLTS	Nos.		1	1.00
250W HPSV lamp	Nos.		3	3.00
4C X 16 SQ.MM AL. Cable	Meters		150	150.00
3C X 2.5 SQ.MM Cu. Cable	Meters		50	50.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		2	2.00
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		8	8.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		8	8.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		24	24.00
[illegible]				
BAY EXTENSION AT SUBSTATION AREA				
Lightening Arrester	Nos.		6	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		2.1	2.10
Foundation Bolts + Bolts and Nuts	MT		0.4	0.42
FOUNDATION				
Excavation	cu.m		126.0	126.00
Backfilling	cu.m		100.8	100.80
Removal of Surplus Earth	cu.m		25.2	25.20
PCC (M10)	cu.m		1.7	1.68
RCC (M20)	cu.m		11.8	11.76
Rebar (Fe 500)	MT		0.7	0.67
Shuttering	sq. m		67.2	67.20
Volume of Grout	cu.m		0.2	0.18
Current Transformers/Metering Current Transformer	Nos.		12	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		2.7	2.69
Foundation Bolts	MT		0.5	0.50
Bolts and Nuts	MT		0.3	0.25
FOUNDATION				
Excavation	cu.m		302.4	302.40
Backfilling	cu.m		272.2	272.16
Removal of Surplus	cu.m		30.2	30.24
PCC (M10)	cu.m		6.7	6.72
RCC (M25)	cu.m		38.6	38.64
Rebar (Fe 500)	MT		1.1	1.06

Shuttering	sq. m		157.9	157.92
Volume of Grout	cu.m		0.2	0.24
Potential Transformer/Voltage Transformer	Nos.		6	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		1	1.34
Foundation Bolts	MT		0.04	0.04
Bolts and Nuts	MT		0.04	0.04
FOUNDATION				
Excavation	cu.m		117.6	117.60
Backfilling	cu.m		92.4	92.40
Removal of Surplus Earth	cu.m		25.2	25.20
PCC (M10)	cu.m		2.5	2.52
RCC (M25)	cu.m		12.6	12.60
Rebar (Fe 500)	MT		0.7	0.71
Shuttering	sq. m		67.2	67.20
Volume of Grout	cu.m		0.1	0.12
SF6 Circuit Breaker (3Ph.)	Nos.		2	2.00
STRUCTURE				
FOUNDATION				
Excavation	cu.m		92.4	92.40
Backfilling	cu.m		72.8	72.80
Removal of Surplus Earth	cu.m		19.6	19.60
PCC (M10)	cu.m		2.2	2.24
RCC (M25)	cu.m		19.6	19.60
Rebar (Fe 500)	MT		1.4	1.40
Shuttering	sq. m		78.4	78.40
Volume of Grout	cu.m		0.04	0.04
ISOLATOR - (One pole, three Phase)				
With ES (3ph)	Nos.		2	2.00
Without ES (3ph)	Nos.		6	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		4	4.48
Foundation Bolts	MT		0.10	0.10
Bolts and Nuts	MT		0.06	0.06
FOUNDATION				
Excavation	cu.m		213	212.80
Backfilling	cu.m		188	188.16
Removal of Surplus Earth	cu.m		25	24.64
PCC (M10)	cu.m		5	4.70
RCC (M25)	cu.m		21	21.28
Rebar (Fe 500)	MT		3	2.60
Shuttering	sq. m		146	145.60
Volume of Grout	cu.m		0	0.16
Bus Post Insulator (BPI)	Nos.		12	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		5	5.04
Foundation Bolts	MT		0.15	0.15
Bolts and Nuts	MT		0.08	0.08
FOUNDATION				
Excavation	cu.m		285.60	285.60
Backfilling	cu.m		184.80	184.80
Removal of Surplus Earth	cu.m		100.80	100.80
PCC (M10)	cu.m		6.72	6.72
RCC (M25)	cu.m		33.60	33.60

Rebar (Fe 500)	MT		1.06	1.06
Shuttering	sq. m		112.56	112.56
TOWERS AND GIRDERS				
Girder	Nos.		3	3.00
Structural Steel (Lattice)	MT		6.30	6.30
Bolts and Nuts	MT		0.40	0.40
Towers	Nos.		6	6.00
Structural Steel (Lattice)	MT		21.0	21.00
Foundation Bolts	MT		0.84	0.84
Bolts and Nuts	MT		1.34	1.34
FOUNDATION				
Excavation	cu.m		232.68	232.68
Backfilling	cu.m		197.40	197.40
Removal of Surplus Earth	cu.m		35.28	35.28
PCC (M10)	cu.m		10.08	10.08
RCC (M25)	cu.m		100.80	100.80
Rebar (Fe 500)	MT		10.08	10.08
Shuttering	sq. m		294.00	294.00
Fencing for Switchyard - 1.50m Height of GI Wire Mesh Fencing	RM		200	200.00
GATE FOR SWITCHYARD	Nos.		1	1.00
Lighting Mast	Nos.		1	1.00
Structural Steel (Lattice)	MT		0.25	0.25
Foundation Bolts	MT		0.01	0.01
Bolts and Nuts	MT		0.005	0.01
Foundation				
Excavation	cu.m		1.7	1.70
PCC (1:3:6)	cu.m		0.2	0.20
Concrete(M25)	cu.m		0.8	0.80
Rebar (Fe 500)	MT		0.015	0.02
RCC CABLE TRENCH INSIDE BAY EXTENSION				
Type-A-(600Wx800Dmm)	RM		**250.0**	250.00
Excavation	cu.m		295.0	295.00
PCC (M10)	cu.m		20.0	20.00
RCC (M25)	cu.m		82.5	82.50
Rebar (Fe 500)	MT		10.5	10.50
Shuttering	sq. m		875.0	875.00
Structural Steel	MT		9.0	9.00
Precast Cover Slab - (600W x 1000L MM)	Nos.		250.0	250.00
PROPOSED TRANSMISSION LINE ROUTE LENGTH = [illegible] KM (APPROX)				
***WIND SPAN-335m, ACSR(ZEBRA) CONDUCTOR & GSS EARTHWIRE**				
TRANSMISSION LINE TOWER				
Total Nos. of Tower = 2 Nos.				
Steel Weight for Normal Tower - 1 Nos. (Including B&N, STUB & SST)	MT		6.08	6.08
Steel Weight for Normal Tower + 3 M EXT - 1 Nos. (Including B&N, STUB&SST)	MT		6.41	6.41
Foundation				
Soil Excavation	cu.m		60.32	60.32
RCC - M25 Grade	cu.m		8.32	8.32
PCC- M10	cu.m		1.04	1.04
Rebar - Fe500 Grade	MT		0.57	0.57

HARDWARE:				
ACSR -Zebra Conductor- 2400 Meters	m		2400	2,400.00
7/3.18 GS -Earth Wire- 420 Meters	m		420	420.00
70KN Single Suspension Insulator Discs– 260 Nos.	Nos.		260	260.00
Single Suspension Insulator Hardware Fittings	Nos.		18	18.00
Mid Span Compression	Nos.		6	6.00
Repair Sleeve	Nos.		8	8.00
Vibration Damper	Nos.		8	8.00
Flexible Copper Earth Bond	Nos.		4	4.00
Suspension Clamp Assembly	Nos.		15	15.00
Tension Clamp Assembly	Nos.		4	4.00
Vibration Damper for Earth Wire	Nos.		14	14.00
Towering Accessories like Number Plate, Danger Plate, Circuit Plate, ACD and Tower Earthing	SETS		2	2.00
Note: Include Additional Price for Foundation Works, Tower Erection, Condutor/EW - Stringing & Commissioning				
220KV DC TRANSMISSION LINE FOR TENSION				
***WIND SPAN-335m, ACSR(ZEBRA) CONDUCTOR & GSS EARTHWIRE**				
TRANSMISSOIN LINE TOWER				
Total Nos. of Tower = 3 Nos.				
Steel Weight for Normal Tower - 2 Nos. (Including B & N, STUB & SST)	MT		26.78	26.78
Steel Weight for Normal Tower + 3 M Ext - 1 Nos. (Including B & N, STUB & SST)	MT		14.23	14.23
FOUNDATION				
Soil Excavation	cu.m		255.84	255.84
RCC - M25 Grade	cu.m		31.82	31.82
PCC- M10	cu.m		4.68	4.68
Rebar - Fe500 Grade	MT		2.50	2.50
HARDWARE				
ACSR -Zebra Conductor- 3950 Meters	m		3950	3,950.00
7/3.18 GS -Earth Wire- 650 Meters	m		650	650.00
120kN Tension Insulator Discs – 765 Nos.	Nos.		765	765.00
Single Tension Insulator Hardware Fittings Complete	Nos.		45	45.00
Mid Span Compression Joint	Nos.		25	25.00
Repair Sleeve	Nos.		8	8.00
Vibration Damper	Nos.		20	20.00
Pilot Insulator Hardware Strings = 16 Nos.	SETS		16	16.00
120kN Pilot Insulator Discs – 340 Nos.	Nos.		340	340.00
Flexible Copper Earth Bond	Nos.		8	8.00
Suspension Clamp Assembly	Nos.		3	3.00
Tension Clamp Assembly	Nos.		40	40.00
Vibration Damper for Earth Wire	Nos.		15	15.00
Tower Accessories like Number Plate, Danger Plate, Circuit Plate, ACD and Towering Earthing	SETS		3	3.00
[illegible]				
MODULE MOUNTING STRUCTURE (FIXED) & FOUNDATION				
i) Structure with Cold Form Sections with Yingli Polycrystalline 300Wp Module (2x19)	MT		2514	2,514.00
Number of Structures = 4255 Nos; Conficguration of Structure = 2 x 19;				
Nos. of Modules per Structure = 38 Nos. ;				
Total Weight of Structure Excluding Weight of B & N = 492.5 kg				
ii) WEIGHT OF BOLTS & NUTS				
Weight of Stainless Steel B & N = (4.45 kg /Structure)	MT		23.0	23.00

iii) WEIGHT OF GI BOLTS & NUTS				
Weight of B & N = (15 kg /Structure)	MT		76.5	76.50

PART - B				
FOUNDATION FOR MODULE MOUNTING STRUCUTRE				
LONG STUB FOUNDATION (1.75m DEPTH and 0.3m DIAMETER)				
Weight of Lipped Channel Section = (11.5 kg/Foundation)	MT		383	383.36
Per Structure 8 Nos. of Foundations; Total Nos. of Foundations = 8x4167 =	Nos.		40,832	40,832.00
Pile Boring Length With 300MM Dia Pile and 1.75M Deep (Stub Embedment Below G.L is 1.70M)	RM		71456	71,456.00
Volume of Concrete for One Foundation (M25 Grade) = 0.130 cu.m Total Volume of Concrete =	cu.m		5309	5,309.00
Area of Shuttering per Structure = (0.6 m2) (With 75mm Projection Above F.G.L)	sq.m		3063	3,063.00
DC PACKAGE				
CABLE TRENCH - STRUCTURE TO INVERTER ROOM - (BURIED TYPE)				
Type - A - (800W X 800D mm)	**RM**		**15000**	15,000.00
Excavation	cu.m		9600	9,600.00
Backfilling	cu.m		5400	5,400.00
Surplus Earth	cu.m		4200	4,200.00
Sand Filling (800Wx250D)	cu.m		3000	3,000.00
2nd Class Brick Layed above Sand Filling (800Wx100D)	cu.m		1200	1,200.00
Warning Tape	RM		15000	15,000.00
Type - B - (1000W X 800D mm)	**RM**		**2200**	2,200.00
Excavation	cu.m		2400	2,400.00
Backfilling	cu.m		1350	1,350.00
Surplus Earth	cu.m		1050	1,050.00
Sand Filling (1000Wx250D)	cu.m		750	750.00
2nd Class Brick Laid above Sand Filling (1000Wx100D)	cu.m		300	300.00
Warning Tape	RM		3000	3,000.00
Type - C - (1200W X 800D mm)	**RM**		**350**	350.00
Excavation	cu.m		480	480.00
Backfilling	cu.m		270	270.00
Surplus Earth	cu.m		210	210.00
Sanding Filling (1200Wx250D)	cu.m		150	150.00
2nd Class Brick Laid above Sand Filling (1200Wx100D)	cu.m		60	60.00
Warning Tape	RM		500	500.00
Structure Support for SMB	**Nos.**		**704**	704.00
Soil Boring for Pile Dia 300mm to a Depth of 600mm below FGL	RM		845	845.00
Concrete (M25 Grade)	cu.m		33	33.00
Structural Steel	MT		32.0	32.00
Bolts & Nuts	MT		1.5	1.50
Lightening Arrestor Pole Foundation	**Nos.**		**44.0**	44.00
Concrete (M25 Grade)	cu.m		4.8	4.80
Surplus Earth	cu.m		4.8	4.80
Rebar (Fe 500)	MT		0.8	0.80
Soil Boring for Pile Dia 300mm to a Depth of 1500mm Below FGL	RM		66.0	66.00
INVERTER ROOM - BLOCK FOUNDATION WITH CANOPY SHED				
Block Foundation - (12 x 8.5m)	**Nos.**		**22**	22.00
FOUNDATION				
Volume of Excavation for Inverter Block	cu.m		1320.0	1,320.00
PCC (M10 Grade)	cu.m		209.0	209.00

RCC (M25 GRADE)				
For 150mm Thick Grade Slab	cu.m		374.0	374.00
STONE MASONRY 350MM THICK				
For Platforms & Steps (CM - 1:6)	cu.m		792.0	792.00
WEIGHT OF REINFORCEMENT- (Fe 500)				
For Grade Slab	MT		44.0	44.00
AREA FOR SHUTTERING WORK				
For Grade Slab	sq. m		660.0	660.00
PLASTERING				
External Plastering with 12mm THK (1:6 cm)	sq. m		3960.0	3,960.00
Morrum Filling	cu.m		1760.0	1,760.00
OVER HEAD CANOPY SHED (13 X 11M)				
Over Head Shed Structure is Galvainized Sheet	sq. m		3300.0	3,300.00
STRUCTURAL STEEL - FOR SHED				
Structural Steel Members for Shed - Pipe Sections, Square Tubes, Rectangular Tubes	MT		77.0	77.00
Steel Channel Support for Inverters/RMU/UPS	MT		22.0	22.00
Anchor Bolts - 16mm Dia- 500mm Length	MT		0.9	0.90
Bolts & Nuts for Fixing Sheets & Pipes	MT		1.2	1.20
FOUNDATION				
RCC (M25 Grade)	cu.m		92.7	92.70
Shuttering	sq. m		59.4	59.40
Weight of Reinforcement -Fe500 Grade	MT		6.4	6.40
Driving Length of Pile Foundation for Overhead Shed - 2.5m Depth & 450mm Dia	RM		550.0	550.00
RCC CABLE TRENCH INSIDE INVERTER ROOM				
TYPE-A - (1200Wx1500D mm) Type - A - (1200Wx1500D mm)	RM		600.0	600.00
Excavation	cu.m		654.0	654.00
Surplus Earth	cu.m		654.0	654.00
PCC (M10)	cu.m		67.8	67.80
RCC (M25)	cu.m		258.0	258.00
Rebar - Fe 500	MT		27.0	27.00
Shuttering	sq. m		1980.0	1,980.00
Structural Steel	MT		6.0	6.00
Chequred Plate	MT		12.0	12.00
1.4 MVA - Inverter Duty Transformer -(Without Oil Sump Pit)	Nos.		44	44.00
FOUNDATION FOR 1.4MVA TRANSFORMER				
Excavation	cu.m		1320	1,320.00
PCC (M10)	cu.m		110	110.00
RCC (M25)	cu.m		484	484.00
Rebar (Fe 500)	MT		30.7	30.70
Shuttering	sq.m		2200	2,200.00
Anchor Bolts M16 - 300 mm Length	Nos.		528	528.00
Structural Steel	MT		3.52	3.52
40mm Gravel Filling	cu.m		616	616.00
FENCING - 1.50m HV , 75x75x6 ANGLE POST , 2.5M c/c WITH WIREMESH 75 x75 mm WITH (230x350mm) MASONRY WORK	RM		748	748.00
GATE - 3.75m WIDE x 1.50m HEIGHV	Nos.		44	44.00

PVC-PIPE SLEEVE - 300mm DIA PIPE FOR CABLE ENTRY/OUTGOING INVERTER FOUNDATION BLOCK - 5000mm LENGTH EACH	Nos.		352	352.00
INVERTER ROOM ACCESSORIES				
Brickwork for Steps at Front and Backside of Inverter Room	Nos.		22	22.00
Brick Masonry	cu.m		22.0	22.00
(Cement Mortar 1:6) 12mm THK Pastering for Side Walls of Steps	sq. m		110.0	110.00
Firewall with two Transformers for Inverter Shed (5.5m Length/Wall)	Nos.		44	44.00
Excavation	cu.m		620.8	620.80
Backfilling	cu.m		523.2	523.20
Surplus Earth	cu.m		97.7	97.70
PCC(M10)	cu.m		33.7	33.70
RCC (M25 GRADE)				
Plinth Beam	cu.m		26.4	26.40
Lintel Beam	cu.m		26.4	26.40
Column	cu.m		61.6	61.60
Footing	cu.m		66.0	66.00
WEIGHT OF REINFORCEMENT				
Plinth Beam	MT		3.5	3.50
Lintel Beam	MT		3.5	3.50
Column	MT		5.3	5.30
Footing	MT		5.3	5.30
AREA FOR SHUTTERING WORK				
Plinth Beam	sq.m		114.8	114.80
Lintel Beam	sq.m		217.1	217.10
Column	sq.m		640.6	640.60
Footing	sq.m		158.4	158.40
Brick Work - 350mm Thick	cu.m		238.9	238.90
Plastering	sq.m		1900.8	1,900.80
CABLE TRENCH (AC EVACUATION) - INVERTER ROOM TO CONTROL ROOM - (BURIED TYPE)				
Type - A - (2750W x 1250D mm)	RM		354.8	354.80
Excavation	cu.m		1220.3	1,220.30
Backfilling	cu.m		926.6	926.60
Surplus Earth	cu.m		293.8	293.80
Sanding Filling (2750W x 200D)	cu.m		295.3	295.30
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		97.6	97.60
Warning Tape	RM		355.0	355.00
Type - B - (1750W x 1250D mm)	RM		638.7	638.70
Excavation	cu.m		1400.0	1,400.00
Backfilling	cu.m		164.3	164.30
Surplus Earth	cu.m		335.7	335.70
Sand Filling (1750Wx200D)	cu.m		224.0	224.00
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		112.0	112.00
Warning Tape	RM		640.0	640.00
TYPE - C - (1500W x 1250D mm)	RM		1850.0	1,850.00
Excavation	cu.m		3468.8	3,468.80
Backfilling	cu.m		2636.3	2,636.30
Surplus Earth	cu.m		832.5	832.50
Sanding Filling (1500Wx200D)	cu.m		555.0	555.00
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		277.5	277.50
Warning Tape	RM		1850.0	1,850.00
TYPE - D - (1000W x 1250D mm)	RM		283.9	283.90
Excavation	cu.m		355.0	355.00
Backfilling	cu.m		269.8	269.80
Surplus Earth	cu.m		298.2	298.20

Sand Filling (1000Wx200D)	cu.m		56.8	56.80
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		28.4	28.40
Warning Tape	RM		284.0	284.00
TYPE - E - (800W x 1250D mm)	RM		**851.6**	851.60
Excavation	cu.m		852.0	852.00
Backfilling	cu.m		647.5	647.50
Surplus Earth	cu.m		204.5	204.50
Sand Filling (800Wx200D)	cu.m		136.3	136.30
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		68.2	68.20
Warning Tape	RM		852.0	852.00
STORM WATER DRAINAGE - BRICK MASONRY/RR STONE MASONARY (RECTANGULAR) - INNER DIMENSION (0.8WX0.8D M), WALL THICKNESS -				
TOTAL LENGTH	**RM**		**10645.16**	10,645.16
Excavation	cu.m		22470.0	22,470.00
Backfilling	cu.m		7597.0	7,597.00
Surplus Earth	cu.m		14873.0	14,873.00
Pointing - Cement Mortar - 1:3	sq. m		21400.0	21,400.00
350THK Stone Masonry With CM 1:6	cu.m		6420.0	6,420.00
PCC M10 - 100 THK	cu.m		2247.0	2,247.00
Plastering for Inner Exposed Surface with CM 1:4	sq. m		23540.0	23,540.00
NP 3 CLASS HUME PIPE - AC CABLE/DRAIN/ROAD CROSSING				
300/400/500/700 MM DIA Hume Pipe -Single -7.50M Length	Nos.		150	150.00
Bitumen Road (3.75m Wide + 1m Shoulder on Both Sides of Road) - From Main Entry Gate to Control Room	RM		500	500.00
WBM Road (3.75m Wide + 0.5m Wide Shoulder on Both Sides of Road) - For all Inverter Rooms	RM		3750	3,750.00
150MM SAND GRAVEL MIX FOLLOWED WITH 150mm WBM GRADE III - 95% COMPACTION BY USING 6-10 TON ROLLER WITH 6 PASSESS				
Periphery Boundary Access - Providing Space, Clearing Vegetation & Light Compaction - 3.75m Wide	sq. m		14265	14,265.00
Fencing for Solar Field - Chain Link Wire Mesh with Barbed Wire - 2.0m Height above Ground Level	RM		3190	3,190.00
GI Chain Link Diamond Mesh (75 x 75) - 8 Gauge	sq. m		4466	4,466.00
Barbed Wire - 12 Gauge, with 3 Strands	RM		9570	9,570.00
Steel Post of L75x75x6, 0.5m Below Ground & 2m Hieght above GL & Spacking of Adjacent Poles at 3m C/C	MT		21.69	21.69
Pile Foundation (300mm Dia & 1.0m Deep) - 1064 Nos.				
Soil Boring to Depth of 1m/Foundation For 300mm Dia Pile, Length of Boring	RM		1063	1,063.33
PCC M20 Grade	cu.m		293	293.13
MISCELLANIOUS				
Main Entry Gate	Nos.		1	1.00
SECURITY KIOSK				
Prefab (2.5x2.5x3m)	Nos.		1	1.00
Prefab (1.2x1.2x3m)	Nos.		4	4.00
CONTROL ROOM BUILDING - RCC FRAMED STRUCTURE				
Room Size (25 X 14m)	Nos.		1	1.00
EARTHWORK				
Volume of Excavation	cu.m		421.0	421.00
Volume of Backfilling	cu.m		377.0	377.00

Removal of Surplus Earth	cu.m		44.0	44.00
PCC (M10 GRADE)				
Volume of PCC (1:3:6) (For Footing + Below Plinth Wall)	cu.m		15.0	15.00
Volume of PCC for Flooring (1:3:6)	cu.m		15.4	15.40
RCC (M25 GRADE)				
Lintel cu.m Sunshade	cu.m		9.5	9.50
Plinth Beam	cu.m		12.5	12.50
Roof Beam	cu.m		29.0	29.00
Roof Slab - 150 THK	cu.m		53.0	53.00
Column	cu.m		21.5	21.50
Footing	cu.m		26.5	26.50
Flooring	cu.m		13.5	13.50
WEIGHT OF REINFORCEMENT				
Lintel cu.m Sunshade	MT		1.4	1.40
Plinth Beam	MT		1.5	1.50
Roof Beam	MT		3.5	3.50
Roof Slab	MT		4.0	4.00
Column	MT		3.2	3.15
Footing	MT		2.5	2.50
Flooring	MT		1.4	1.40
AREA FOR SHUTTERING WORK				
Lintel cu.m Sunshade	sq. m		77.0	77.00
Plinth Beam	sq. m		95.0	95.00
Roof Beam	sq. m		247.0	247.00
Roof Slab	sq. m		350.0	350.00
Column	sq. m		222.0	222.00
Footing	sq. m		52.0	52.00
Damp Proof Course (1:2:4) - 50mm Thick	sq. m		350.0	350.00
Brickwork 115mm Thick With 1:6 CM	cu.m		5.5	5.50
Brickwork 230mm Thick With 1:6 CM	cu.m		88.0	88.00
Brickwork 350mm Thick With 1:6 CM	cu.m		34.0	34.00
Brickwork for Steps at Front and Backside of Control Room	Nos.		2.0	2.00
Brick Masonry	cu.m		4.2	4.22
Plastering For Side Walls of Steps	sq. m		7.7	7.68
PLASTERING				
External Wall Plastering 12mm THK + 6mm THK In 2 Layers CM (1:5)	sq. m		542.0	542.00
Interal Wall Plastering (Cement Mortar 1:4 - 12mm THK)	sq. m		530.0	530.00
Ceiling Plastering (Cement Mortar 1:4 - 6mm THK)	sq. m		309.0	309.00
FLOOR FINISHING				
Veritified Tile Flooring	sq. m		178.0	178.00
Heavy Duty Ceramic Tile Flooring	sq. m		30.0	30.00
Acid/Akali Resistant Tile	sq. m		13.0	13.00
WALL FINISHES				
Internal Wall - Oil Bound Distamber	sq. m		530.0	530.00
White Wash in Ceiling	sq. m		309.0	309.00
External Wall Painting - (Acrylic Emulsion Paint)	sq. m		542.0	542.00
ROOF INSULATION				
WEATHER PROOF				
20mm THK layer of Cement Mortar of Mix 1:5 Admixed with Water Proofing Compound	sq. m		350.0	350.00
100mm THK Cement Concrete using Brick Bats 25mm to 100mm Size with 50% of Cement Mortar (1:5) Admixed with Water Proofing Compound.	sq. m		350.0	350.00

20mm THK Jointless Cement Mortar Mix (1:4) Admixed with Water Proofing Compound	sq. m		350.0	350.00
Rain Water Down Pipes (UPVC - 100mm Dia)	RM		40.0	40.00
JOINERIES				
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 1500)	sq. m		14.2	14.18
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 750)	sq. m		0.5	0.53
Power Coated Aluminium Fire Proof Door Frame with Glazed Double Door Shutter (2100 x 1800)	sq. m		7.6	7.56
PVC Door Frame with 30mm Thick Flush Door Single Shutter (750 x 2100)	sq. m		1.6	1.58
Power Coated Aluminium Fire Proof Door Frame with Glazed Single Door Shutter (2100 x 1200)	sq. m		5.0	5.04
Aluminium Door Frame with Single Door Shutter (12mm Thick Mainated Board) (2100 x 1000)	sq. m		6.3	6.30
Partly Openable Partly Fixed Glazed Ventilator with Power Coated Section (400 x 600)	sq. m		1.2	1.20
Standard Steel Rolling Shutter (2500 x 3000)	sq. m		7.5	7.50
PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING				
Well Compacted Brick Bats - 75mm THK	cu.m		4.7	4.73
PCC (M10) - 50mm THK	cu.m		3.2	3.15
RCC CABLE TRNCH INSIDE CONTROL ROOM BUILDING				
Type - A - (2800W x 2200D mm)	RM		**24.0**	24.00
Excavation	cu.m		207.8	207.84
PCC (M10)	cu.m		6.0	6.00
RCC (M25)	cu.m		36.5	36.48
Rebar - Fe 500	MT		2.6	2.64
Shuttering	sq. m		110.4	110.40
Structural Steel	MT		1.4	1.44
Chequred Plate	MT		1.2	1.20
Type - B - (1500W x 1200D mm)	RM		**30.0**	30.00
Excavation	cu.m		97.5	97.50
PCC (M10)	cu.m		4.5	4.50
RCC (M25)	cu.m		25.8	25.80
Rebar - Fe 500	MT		1.8	1.80
Shuttering	sq. m		75.0	75.00
Structural Steel	MT		0.6	0.60
Chequred Plate	MT		0.6	0.60
TYPE-C - (300Wx500D mm)	RM		**10.0**	10.00
Excavation	cu.m		9.1	9.10
PCC (M10)	cu.m		0.6	0.60
RCC (M25)	cu.m		3.4	3.40
Rebar - Fe 500	MT		0.3	0.27
Shuttering	sq. m		11.4	11.40
Structural Steel	MT		0.1	0.05
Chequred Plate	MT		0.2	0.20
PVC Pipe Sleeve - 300mm Dia Pipe for Cable Entry into Control Room - 500mm Length each	Nos.		50	50.00
OTHERS				
Structural Steel Ladder	LOT		1	1.00
SEWERAGE SYSTEM				
Septic Tank for 20 Users along with Soak Pit	set.		1	1.00
Excavation	cu.m		42.7	42.73
PCC (M10)	cu.m		1.7	1.73
Brick Work in CM (1:6)	cu.m		12.5	12.48
Plastering in CM (1:3)	Sq. m		30.0	30.00

RCC (M25)	cu.m		5.4	5.41
Reinforcement	MT		0.2	0.15
Shuttering	Sq. m		10.0	10.00
100 Dia. AC Ventilating Pipe 4.5m Long with Cowl	set.		1.0	1.00
600 x 600mm. Size CI Manhole Cover with Frame	set.		1.0	1.00
450 x 450mm. Size CI Manhole Cover with Frame	set.		3.0	3.00
Sewerage Line through 100 Dia. SW Pipe	RM		15.0	15.00
WATER SUPPLY & SANITARY				
Wash Basin (Color, Oval Shape) (450 x 550) with all Fittings to be Fixed on Concrete Platform finished with 12mm Thick Polished Granite Stone	Nos.		1	1.00
WC (Western Type) 390mm. high with Toilet Paper Roll Holder and all Fittings	Nos.		2	2.00
Urinal with all Fittings with Photo Volvic Control Flushing System	Nos.		2	2.00
Gully Trap	Nos.		1	1.00
Towel Rod, Soap Holder & Mirror	Nos.		1	1.00
Bib Cock	Nos.		2	2.00
Nally Trap	Nos.		1	1.00
Man Hole Chamber (450 x 450)	Nos.		1	1.00
Supply and Distribution of Cold Water for use within Administration Building with GI Pipes	lot		1	1.00
Providing, Supplying and Fixing CI for Soil and Drain Pipes Underground including all Fittings such as Bends, Tees, Branches Clamps, Reducers	lot		1	1.00
PVC Water Storage Tank - Sintex or Equivalent make Conforming to IS:12701 - 1000 LIT Capacity	Nos.		1.0	1.00
Office Furnitures - Table, Desks & Chairs etc.	LOT		1.0	1.00
RAMP AT ENTRANCE OF CONTROL ROOM				
M25 - Grade Slab	cu.m		2.1	2.10
Rebar - Fe 500	MT		0.1	0.08
Brickwork 350mm Thick	cu.m		1.1	1.05
Compacted Earth Filling	cu.m		9.0	9.00
Plastering - 12mm THK	sq. m		6.0	6.00
COMPOSITE ROOF SLAB				
Structural Steel for Beams including Connecting Angles and Plates	MT		11.8	11.80
Bolts and Nuts	MT		0.03	0.03
Sheeting for Roof Metal Deck (1.25mm THK) including Lapping	sq. m		350.0	350.00
Rebar - Fe 500	MT		1.6	1.55
Concrete for Roof Slab and Belv Beam	cu.m		42.0	42.00
Site Preperation - Grading & Leveling (Clearing Vegetation & Site Clearing need to be considered)	acres		154	154.00
LIGHTING POLE				
Foundation	Nos.		45	45.00
Soil Boring to Depth of 1.2m/Foundation for 350mm Dia Pile, Total Length of Boring	RM		54	54.00
RCC M20	cu.m		9.0	9.00
Rebar - Fe 500	MT		0.42	0.42
MODULE CLEANING SYSTEM AND PIPING WITH UNDERGROUND RCC WATER TANKS				
UNDER GROUND RCC WATER STORAGE TANK				
TANK SIZE: 4x3.5x2 M	Nos.		4	4.00
Excavation for Underground RCC Tanks	cu.m		184	184.00
Backfilling	cu.m		64	64.00
Surplus Earth	cu.m		120	120.00
PCC (1:3:6)	cu.m		6	6.00
RCC M25	cu.m		60	60.00
Rebar - Fe 500	MT		5	5.20

Shuttering	Sq.m		360	360.00
TANK ACCESSORIES FOR UNDERGROUND RCC TANKS				
Man Hole (1 sq.m) Cover - Steel	Nos.		4	4.00
Structural Steel - Fixtures, Bolts & Nuts Structural Steel	MT		0.4	0.40
PIPE QUANTITY				
65mm Dia - HDPE/PVC Pipe from Bore Well to Water Tank	RM		100	100.00
50mm DIA -HDPE/PVC PIPE BETWEEN WATER TANKS	RM		2150	2,150.00
Perforated 12 in. PVC Pipe for Borewell	FT		600	600.00
FIXTURES (FOR 65mm DIA PIPE , FROM BOREWELL TO WATER TANK)				
T-Bends (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		5	5.00
Gate Valve	Nos.		4	4.00
90 Deg Bend (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		6	6.00
45 Deg Bend (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		5	5.00
Joiners for Connecting Pipes (Considering Single Pipe of 6m. Length)	Nos.		17	16.67
FIXTURES (FOR 50mm DIA PIPE , BETWEEN WATER TANKS)				
T-Bends (for 50mm. Dia Pipe) (between Two Water Tanks)	Nos.		10	10.00
Gate Valve	Nos.		10	10.00
90 Deg Bend (For 50mm. Dia Pipe) (Pipe Line Connecting Two Water Tanks)	Nos.		60	60.00
45 Deg Bend (For 50mm. Dia Pipe) (Pipe Line Connecting Two Water Tanks)	Nos.		20	20.00
Joiners for Connecting Pipes (Considering Single Pipe of 6m. Length)	Nos.		358	358.33
PUMP & MOTOR				
Bore Well Sub-Merisible Pump with Motor - 10 HP Motor	Nos.		2	2.00
Pump with Motor - 5 HP Motor (for Supplying Water between Water Tanks)	Nos.		3	3.00
0.5 HP Motors for Drawing Water from the Tank into the Module Cleaning Vehicle	Nos.		4	4.00
A) Trench for Road Crossing (400W X 300D mm)	RM		100	100.00
Excavation	cu.m		12	12.00
Surplus Earth	cu.m		8	8.00
Backfilling	cu.m		4	4.00
Sand Filling - 200mm. THK	cu.m		8	8.00
Hume Pipe (100mm. Dia, 5m. Long)	Nos.		10	10.00
B) Trech for Pipeline (300W x 300D mm.)	RM		2150	2,150.00
Excavation	cu.m		193.5	193.50
Backfilling	cu.m		64.5	64.50
Surplus Earth	cu.m		129	129.00
Sand Filling - 200mm. THK	cu.m		129	129.00
C) Pipeline at Drain Crossing			13	13.00
PCC (M10) Pedestal (275 x 275 mm.)	cu.m		0.559	0.56
Module Cleaning by Mobile Vehicle - with 5000 Liters Capacity Water Tank	Nos.		4	4.00
Nos. of Borewells	Nos.		2	2.00
Ro Plant (if Required)	LOT		1	1.00
230Kv SWITCHYARD				
POOLING STATION BUILDING - RCC FRAMED STRUCTURE				
Room Size (20 x 12m)	Nos.		1	1.00
EARTHWORK				
Volume of Excavation	cu.m		280.0	280.00
Volume of Backfilling	cu.m		241.0	241.00
Removal of Surplus Earth	cu.m		39.0	39.00

PCC (M10 GRADE)				
Volume of PCC (1:3:6) (For Footing + below Plinth Wall)	cu.m		14.0	14.00
Volume of PCC for Flooring (1:3:6)	cu.m		13.0	13.00
RCC (M25 GRADE)				
Lintel cu.m Sunshade	cu.m		8.2	8.20
Plinth Beam	cu.m		9.3	9.30
Roof Beam	cu.m		24.0	24.00
Roof Slab - 150 THK	cu.m		36.0	36.00
Column	cu.m		20.0	20.00
Footing	cu.m		25.0	25.00
Flooring	cu.m		13.0	13.00
WEIGHT OF REINFORCEMENT				
Lintel cu.m Sunshade	MT		1.2	1.20
Plinth Beam	MT		1.3	1.30
Roof Beam	MT		3.3	3.30
Roof Slab	MT		2.7	2.70
Column	MT		3.0	3.00
Footing	MT		1.7	1.72
Flooring	MT		1.4	1.40
AREA FOR SHUTTERING WORK				
Lintel cu.m Sunshade	sq. m		63	63.00
Plinth Beam	sq. m		80	80.00
Roof Beam	sq. m		202	202.00
Roof Slab	sq. m		250	250.00
Column	sq. m		196	196.00
Footing	sq. m		45	45.00
Damp Proof Course (1:2:4) - 50mm. Thick	sq. m		240	240.00
Brickwork 115 mm. thick with 1:6 CM	cu.m		7	7.00
Brickwork 230 mm. thick with 1:6 CM	cu.m		97	97.00
Brickwork for Steps at Front and Backside of Control Room	Nos.		2	2.00
Brick Masonry	cu.m		4.2	4.22
Plastering for Side Walls of Steps	sq. m		7.7	7.68
PLASTERING				
External Wall Plastering 12mm. THK + 6mm THK in 2 Layers CM (1:5)	sq. m		373	373.00
Internal Wall Platering (Cement Mortar 1:4 - 12mm. THK)	sq. m		594	594.00
Ceiling Plastering (Cement Mortar 1:4 - 6mm. THK)	sq. m		240	240.00
FLOOR FINISHING				
Virtified Tile Flooring	sq. m		116	116.00
Heavy Duty Ceramic Tile Flooring	sq. m		28	28.00
Acid/Alkali Resistant Tile	sq. m		13	13.00
WALL FINISHES				
Internal Wall - Oil Bound Distamber	sq. m		594	594.00
White Wash in Ceiling	sq. m		240	240.00
External Wall Painting - (Acrylic Emulsion Paint)	sq. m		373	373.00
ROOF INSULATION				
Weather Proof				
20mm. THK Layer of Cement Mortor of Mix 1:5 Admixed with Water Proofing Compound	sq. m		240	240.00
100mm. THK Cement Concrete using Brick Bats 25mm. to 100mm. size with 50% of Cement Mortor (1:5) Admixed with Water Proofing Compound	sq. m		240	240.00
20mm. THK Jointless Cement Motor Mix (1:4) Admixed with Water Proofing Compound	sq. m		240	240.00
Rain Water Down Pipes (UPVC - 100mm. Dia)	RM		40	40.00

JOINERIES				
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 1500)	sq. m		10.1	10.13
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 750)	sq. m		0.5	0.53
Power Coated Aluminium Fireproof Door Frame with Glazed Door Shutter (2100 x 1800)	sq. m		7.6	7.56
PVC Door Frame with 30mm. thick Flush Door Single Shutter (750 x 2100)	sq. m		1.6	1.58
Power Coated Aluminium Fireproof Door Frame with Glazed Ssingle Door Shutter (2100 x 1200)	sq. m		2.5	2.52
Aluminium Door Frame with Single Door Shutter (12mm. thick Mainated Board) (2100 x 1000)	sq. m		6.3	6.30
Partly Openable, Partly Fixed Glazed ventilator with Power Coated Section (400 x 600)	sq. m		1.2	1.20
Standard Steel Rolling Shutter (2500 x 3000)	sq. m		7.5	7.50
PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING				
Well Compacted Brick Bats - 75mm. THK	cu.m		2.6	2.60
PCC (M10) - 50mm. THK	cu.m		3	3.00
RCC CABLE TRENCH INSIDE CONTROL ROOM BUILDING				
Type -A- (2800W x 2200D mm.)	RM		**20**	20.00
Excavation	cu.m		173.2	173.20
PCC (M10)	cu.m		5.0	5.00
RCC (M25)	cu.m		30.4	30.40
Rebar - Fe 500	MT		2.2	2.20
Shuttering	sq. m		92.0	92.00
Structura Steel	MT		1.2	1.20
Chequred Plate	MT		1.0	1.00
				-
Type -B- (1500Wx1200D mm.)	RM		35	35.00
Excavation	cu.m		113.8	113.75
PCC (M10)	cu.m		5.3	5.25
RCC (M25)	cu.m		30.1	30.10
Rebar - Fe 500	MT		2.1	2.10
Shuttering	sq. m		87.5	87.50
Structura Steel	MT		0.7	0.70
Chequred Plate	MT		0.7	0.70
				-
Type -C- (300W x 500D mm.)	RM		**10**	10.00
Excavation	cu.m		9.1	9.10
PCC (M10)	cu.m		0.6	0.60
RCC (M25)	cu.m		3.4	3.40
Rebar - Fe 500	MT		0.3	0.27
Shuttering	sq. m		11.4	11.40
Structura Steel	MT		0.1	0.05
Chequred Plate	MT		0.2	0.20
				-
PVC Pipe Sleeve - 300mm. Dia Pipe for Cable Entry into Control Room - 500mm Length Each	Nos.		50	50.00
				-
OTHERS				
Structural Steel Ladder	LOT		1	1.00
				-
SEWERAGE SYSTEM				
Septic Tank for 20 Users along with Soak Pit	set.		1	1.00
Excavation	cu.m		42.7	42.73
PCC (M10)	cu.m		1.7	1.73
Brick Work in CM (1:6)	cu.m		12.5	12.48
Platering in CM (1:3)	Sq. m		30.0	30.00
RCC (M25)	cu.m		5.4	5.41
Reinforcement	MT		0.2	0.15
Shuttering	Sq. m		10.0	10.00

100 Dia. AC Ventilating Pipe 4.5m long with Cowl	set.		1.0	1.00
600 x 600mm. Size CI Manhole Cover with Frame	set.		1.0	1.00
450 x 450mm. Size CI Manhole Cover with Frame	set.		3.0	3.00
Sewerage Line through 100 Dia. SW Pipe	RM		15.0	15.00
WATER SUPPLY & SANITARY				
Wash Basin (Color, Oval Shape) (450 x 550) with all Fittings to be fixed on Concrete Platform finished 12mm. thick Polished Granite Stone)	Nos.		1	1.00
WC (Western Type) 390 mm. high with Toilet Paper Roll Holder and All Fittings	Nos.		2	2.00
Urinal with all Fittings with Photo Volvic Control Flushing System	Nos.		2	2.00
Gully Trap	Nos.		1	1.00
Towel Rod, Soap Holder & Mirror	Nos.		1	1.00
Bib Cock	Nos.		2	2.00
Nally Trap	Nos.		1	1.00
Man Hole Chamber (450 x 450)	Nos.		1	1.00
Supply and Distribution of Cold Water for use within Administration Building with GI Pipes	lot		1	1.00
Providing, Supplying and Fixing CI for Soil and Drain Pipes Underground including all Fittings such as Bends, Tees, Branches Clamps, Reducers	lot		1	1.00
PVC Water Storage Tank - Sintex or Equivalent make conforming to IS:12701 - 100 LIT Capacity	Nos.		1.0	1.00
Office Furnitures - Tables, Desks & Chairs etc.	LOT		1.0	1.00
RAMP AT ENTRANCE OF CONTROL ROOM				
M25- Grade Slab	cu.m		2.1	2.10
Rebar - Fe 500	MT		0.1	0.08
Brickwork 350mm. thick	cu.m		1.1	1.05
Compacted Earth Filling	cu.m		9.0	9.00
Plastering - 12mm. THK	sq. m		6.0	6.00
COMPOSITE ROOF SLAB				
Structural Steel for Beams including connecting Angles and Plates	MT		8.1	8.09
Bolts and Nuts	MT		0.03	0.03
Sheeting for Roof Metal Deck (1.25 mm. THK) including Lapping	sq. m		240	240.00
Rebar - Fe 500	MT		1.2	1.20
Concrete for Roof Slab and Belv Beam	cu.m		29	29.00
POWER TRANSFORMER	Nos.		2	2.00
21MVA, ONAN				
FOUNDATION FOR 21MVA TRANSFORMER				
Excavation	cu.m		102	102.00
PCC (M10)	cu.m		12	12.00
RCC (M25)	cu.m		50	50.00
Rebar - Fe 500	MT		6	6.00
Shuttering	sq.m		520	520.00
Structural Steel	MT		1	1.00
90lbs. Rail	RM		24	24.00
40mm. Gravel Filling	cu.m		12	12.00
BURNT OIL SUMP PIT				
Excavation	cu.m		90	90.00
PCC (M10)	cu.m		2	2.00
RCC (M25)	cu.m		20	20.00
Rebar - Fe 500	MT		2	2.00
Shuttering	sq.m		120	120.00
Structural Steel	MT		0.6	0.60
Man Hole 700 x 700mm.	Nos.		4	4.00
Steel Pipe from Transformer 150mm. Dia	RM		20	20.00
FIREWALL FOR POWER TRANSFORMER	Nos.		1	1.00

Excavation	cu.m		10.3	10.30
Backfilling	cu.m		8.6	8.60
Surplus Earth	cu.m		1.7	1.70
PCC(M10)	cu.m		0.4	0.41
RCC (M25 GRADE)				
Plinth Beam	cu.m		0.8	0.75
Top Beam	cu.m		0.8	0.75
Column	cu.m		1.8	1.80
Footing	cu.m		1.4	1.35
WEIGHT OF REINFORCEMENT				
Plinth Beam	MT		0.05	0.05
Top Beam	MT		0.05	0.05
Column	MT		0.18	0.18
Footing	MT		0.16	0.16
AREA FOR SHUTTERING WORK				
Plinth Beam	sq.m		4.2	4.20
Top Beam	sq.m		6.3	6.30
Column	sq.m		20.2	20.20
Footing	sq.m		3.6	3.60
Brick Work - 350mm. thick	cu.m		10.6	10.60
Plastering	sq.m		72.0	72.00
Lightening Arrester	Nos.		12	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		4.2	4.20
Foundation Bolts + Bolts and Nuts	MT		0.84	0.84
FOUNDATION				
Excavation	cu.m		252.0	252.00
Backfilling	cu.m		201.6	201.60
Removal of Surplus Earth	cu.m		50.4	50.40
PCC (M10)	cu.m		3.36	3.36
RCC (M25)	cu.m		23.5	23.52
Rebar - Fe 500	MT		1.34	1.34
Shuttering	sq. m		134.4	134.40
Volume of Grout	cu.m		0.36	0.36
Current Transformers/Metering Current Transformer	Nos.		18	18.00
STRUCTURE				
Structural Steel (Lattice)	MT		4.0	4.03
Foundation Bolts	MT		0.8	0.76
Bolts and Nuts	MT		0.4	0.38
FOUNDATION				
Excavation	cu.m		453.6	453.60
Backfilling	cu.m		408.2	408.24
Removal of Surplus Earth	cu.m		45.4	45.36
PCC (M10)	cu.m		10.1	10.08
RCC (M25)	cu.m		58.0	57.96
Rebar - Fe 500	MT		1.6	1.59
Shuttering	sq. m		236.9	236.88
Volume of Grout	cu.m		0.4	0.36
				-
Potential Transformer/Voltage Transfomer	Nos.		15	15.00
STRUCTURE				
Structural Steel (Lattice)	MT		3	3.36
Foundation Bolts	MT		0.11	0.11
Bolts and Nuts	MT		0.11	0.11
FOUNDATION				
Excavation	cu.m		294	294.00
Backfilling	cu.m		231	231.00
Removal of Surplus Earth	cu.m		63	63.00
PCC (M10)	cu.m		6	6.30
RCC (M25)	cu.m		32	31.50

Rebar - Fe 500	MT		2	1.79
Shuttering	sq. m		168	168.00
Volume of Grout	cu.m		0.30	0.30
SF6 Circuit Breaker (3Ph.)	Nos.		4	4.00
STRUCTURE				
FOUNDATION				
Excavation	cu.m		184.8	184.80
Backfilling	cu.m		145.6	145.60
Removal of Surplus Earth	cu.m		39.2	39.20
PCC (M10)	cu.m		4.5	4.48
RCC (M25)	cu.m		39.2	39.20
Rebar - Fe 500	MT		2.8	2.80
Shuttering	sq. m		156.8	156.80
Volume of Grout	cu.m		0.08	0.08
ISOLATOR ((One pole, three Phase)				
WITH ES (3ph)	Nos.		5	5.00
WITHOUT ES (3ph)	Nos.		4	4.00
STRUCTURE				
Structural Steel (Lattice)	MT		5	5.04
Foundation Bolts	MT		0.11	0.11
Bolts and Nuts	MT		0.06	0.06
FOUNDATION				
Excavation	cu.m		239	239.40
Backfilling	cu.m		212	211.68
Removal of Surplus Earth	cu.m		28	27.72
PCC (M10)	cu.m		5	5.29
RCC (M25)	cu.m		24	23.94
Rebar - Fe 500	MT		3	2.92
Shuttering	sq. m		164	163.80
Volume of Grout	cu.m		0.18	0.18
BUS POST INSULATOR (BPI)	Nos.		30	30.00
STRUCTURE				
Structural Steel (Lattice)	MT		13	12.60
Foundation Bolts	MT		0.38	0.38
Bolts and Nuts	MT		0.21	0.21
FOUNDATION				
Excavation	cu.m		714	714.00
Backfilling	cu.m		462	462.00
Removal of Surplus Earth	cu.m		252	252.00
PCC (M10)	cu.m		17	16.80
RCC (M25)	cu.m		84	84.00
Rebar - Fe 500	MT		2.6	2.65
Shuttering	sq. m		281	281.40
TOWERS AND GIRDERS				
Girder	Nos.		5	5.00
Structural Steel (Lattice)	MT		10.5	10.50
Bolts and Nuts	MT		0.665	0.67
Towers	Nos.		10	10.00
Structural Steel (Lattice)	MT		32.20	32.20
Foundation Bolts	MT		1.40	1.40
Bolts and Nuts	MT		2.24	2.24
FOUNDATION				
Excavation	cu.m		387.8	387.80

Backfilling	cu.m		329.0	329.00
Removal of Surplus Earth	cu.m		58.8	58.80
PCC (M10)	cu.m		16.8	16.80
RCC (M25)	cu.m		168.0	168.00
Rebar - Fe 500	MT		16.8	16.80
Shuttering	sq. m		490.0	490.00
Anti-Weed Treatment	sq. m		800	800.00
Gravel Filling in Switchyard (150mm. THK)	cu.m		900	900.00
Fencing for Switchyard - 1.50m Height of GI Wire Mesh Fencing	RM		320	320.00
Gate for Switchyard	Nos.		1	1.00
Drainage -Brick Work- 300 x 300mm.	RM		150	150.00
Excavation	cu.m		23	23.00
PCC (M10)	cu.m		4.6	4.58
Brick Work in CM (1:6)	cu.m		26	26.00
Plastering 12mm. Thick in CM (1:3)	Sq. m		200	200.00
RCC CABLE TRENCH INSIDE SWITCH YARD				
Type -A- (1200W x 1600D mm.)	RM		300	300.00
Excavation	cu.m		999.0	999.00
PCC (M10)	cu.m		39.0	39.00
RCC (M25)	cu.m		222.0	222.00
Rebar - Fe 500	MT		24.0	24.00
Shuttering	sq. m		2025.0	2,025.00
Structural Steel	MT		9.0	9.00
Precast Cover Slab - (1200W x 1000L mm.)	Nos.		300.0	300.00
TYPE-B-(600Wx800Dmm)	RM		600	600.00
Excavation	cu.m		708.0	708.00
PCC (M10)	cu.m		48.0	48.00
RCC (M25)	cu.m		198.0	198.00
Rebar - Fe 500	MT		25.2	25.20
Shuttering	sq. m		2100.0	2,100.00
Structural Steel	MT		21.6	21.60
Precast Cover Slab - (600W x 1000L mm.)	Nos.		600.0	600.00
NGR & BMK	Nos.		2	2.00
Structural Steel (Lattice)	MT		0.3	0.30
Bolts and Nuts	MT		0.006	0.01
Lighting Mast	Nos.		4	4.00
Structural Steel (Lattice)	MT		1	1.00
Foundation Bolts	MT		0.04	0.04
Bolts and Nuts	MT		0.02	0.02
FOUNDATION				
Excavation	cu.m		6.8	6.80
PCC (1:3:6)	cu.m		0.8	0.80
Concrete (M25)	cu.m		3.2	3.20
Rebar - Fe 500	MT		0.06	0.06
[illegible]				
RTU Panel - Outdoor (IP54)	**Nos.**		**24**	24.00
MAJOR EQUIPMENT FOR ONE RTU PANEL				
a. Central Processing Unit	Nos.		1	1.00
b. Power Supply Unit for Controller	Nos.		1	1.00
c. 16 port Managed Ethernet Switch with direct 2 FO interface	Nos.		1	1.00
d. RS 485 Gateway with 2 MODBUS port	Nos.		5	5.00

e. Modbus Surge Protection device-Dual Channel	Nos.		5	5.00
f. Modbus Isolator - Dual Channel	Nos.		5	5.00
CPU Panel - Indoor (IP42)	**Nos.**		**1**	1.00
MAJOR EQUIPMENT FOR ONE CPU PANEL				
a. Central Processing Unit	Nos.		1	1.00
b. Power Supply Unit for Controllers	Nos.		1	1.00
c. 16 port Managed Ethernet Switch with direct 4 FO interface	Nos.		1	1.00
d. Hardware Firewall for Network	Nos.		1	1.00
e. RS485 Repeater	Nos.		27	27.00
Met Station Equipments	Set		3	3.00
a. Global Horizontal Irradiation PyraNos.meter	Nos.		1	1.00
b. TiLVed Irradiation PyraNos.meter (CMP11 - 1)	Nos.		1	1.00
c. Ambient Temperature Sensor	Nos.		1	1.00
d. Module Surface Temperature Sensor	Nos.		1	1.00
e. Wind Vane	Nos.		1	1.00
f. Wind Speed	Nos.		1	1.00
g. Dalalogger	Nos.		1	1.00
Engineering Workstation cu.m Server	Nos.		1	1.00
Server Grade PC with RAID 5 Configuration; Windows 7 Operating System/Windows server; 21 Inch LCD Monitor; Intel i7 Processor 2.9 GHz; 2 TB Hard Disk Capacity; 4 GB DDR3 SDRAM; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office and Antivirus license for 1 year				
Operator Workstation	Nos.		1	1.00
PC with RAID 1 Configuration; Windows 7 Operating System; 21 Inch LCD Monitor; Intel i7 Processor 2.9 GHz; 2 TB Hard Disk Capacity; 4 GB DDR3 SDRAM; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office and Antivirus license for 1 year				
SCADA SOFTWARE (WITH OPC SUPPORT)				
a. Programming Software for individual PLC	Nos.		1	1.00
b. SCADA Control Building Licensed Software in Main Control Room for EWS cu.m server & OWS with OPC support	Nos.		1	1.00
c. Web Client Access License	Nos.		3	3.00
Earthing Kit for RTU, CPU & Met station (GI Rods, Charcoal and SaLV)	Nos.		53	53.00
Earthing Kit for SMB loops (GI Rods, Charcoal and SaLV)	Nos.		372	372.00
3 pin socket	lot		1	1.00
Mounting Arrangement of MET station, CPU Panel & RTU Panel	Set		28	28.00
Nuts and BOLTS for mounting the panel	Lot		1	1.00
2.5 sq mm 3 core Flexible Power Supply cable	Meters		1400	1,400.00
2 Pair Armoured RS 485 cable	Meters		149700	149,700.00
Armoured 4core MuLVimode OFC cable	Meters		12600	12,600.00
16Sqmm green/yellow Cable for Earthing	Meters		1700	1,700.00
4Sqmm green/yellow Cable for Earthing (SMB Looping)	Meters		130200	130,200.00
CAT 6 Cable	Meters		15600	15,600.00
RJ45 Jackets	lot		1	1.00
Lugs and Ferrules (tinned copper armoured and shielded)	Lot		1	1.00
Table Top Console For PC/Server & Printer with necessary furniture	Nos.		3	3.00
A4 size Laser Jet B/W Printer	Nos.		1	1.00
RS485 & OFC Termination	lot		1	1.00
The following equipment are considered for monitoring				
a. String Monitoring Box				
b. Inverters (GE)				
c. Tri-Vector Meters/MuLVi function Meter				

d. Weather Station				
Note:				
a. SCADA room should be Air conditioned.				
b. Electronic & Power earthing is considered for all CPU, RTU panels, Met station & SMB loopings..				
c. Centralized UPS is considered.				
d. Power cable is considered in AC BOQ for All SCADA panels & MET Station.				
e. All cable lengths are indicative.				
f. Web client license can be scalable based on demand.				
g. SCADA BOQ is considered for total 150MW (3x50MW) project.				
h. 1 Nos. Weather station is considered for each 50MW plant.				
i. Internet connection will be provided by Client.				
[redacted]				
IP based Fixed Camera with necessary mounting arrangements (3 Sub Control Rooms, 1 Main control room & 4 Gate)	Nos.		8	
Image Sensor - 1/2.7" HD 1080 CMOS; Sensor Resolution - 2.1MP 1920x1080; Scanning Mode - Progressive; Sensitivity - Color: 0.1 Lux @ f1.4 / NigHV Mode: 0.03 Lux @ F1.4 at 30 IRE; Signal to Nos.ise Ratio (SNR) ≥50 dB; Compression - Fully compliant muLVi-stream H.264 main profile + MJPEG; Resolution Range - Scalable from CIF to HD1080 (1920x1080); Ethernet - 10 / 100 Base-T auto sensing, half / full duplex (RJ45); Input VoLVage - 12 VDC / 24 VAC ±10% or 802.3af PoE;				
Pole Mount Adapter for outdoor camera	Nos.		4	
Mounting Structure with LigHVning arrester	Nos.		8	
10 m long GI pole to be installed for the mounting of the camera				
Outdoor wall bracket for the camera	Nos.		8	
Enclosure for housing network switch IP65	Nos.		4	
Security Platform for IP Video and Intrusion	Nos.		1	
Windows 7 or latest, Intel i5 processor, 4GB RAM, 500 GB HDD, 2 Gigabit NICs Network, Support 128 MB 667 DDRII cache memory, support Hot spare and automatic hot rebuild, allow online capacity expansion within the enclosure, local audible even Notification alarm;HDMI output				
Network Video recorder specification: H.264/MPEG4, Dual-Stream, MuLVi-channel synchro playback, VGA & CVBS output, 3*USB 2.0, RS485, RS232, Gigabit NIC, with alarm I/O, Include CVMS (Central Video Management Software) and Mobile Surveillance Application Front panel operation, IR remote control and mouse operation, 1.5U case 19"80Mbps Bit Rate Input Max(up to 32-ch IP video), 4 SATA interfaces, alarm I/O: 16/4 with 3 TB Western Digital video surveillance hard disk; Minimum 15 days data storage	Nos.		1	
Supply installation, connection and operation of keyboard controller with function key	Nos.		1	
21" LCD Monitor for main control room (HDMI output with suitable connection accessories to CCTV Workstation)	Nos.		1	
Suitable Table with Necessary Furniture	Nos.		1	
CAT-6 Cable for connecting PC to the Ethernet switch	Meters		400	
16 Sqmm green/yellow Cable for Earthing	Meters		400	
4 port UnManaged Ethernet switch with direct 2 FO port	Nos.		7	
8 port UnManaged Ethernet switch with direct 4 FO port	Nos.		1	
3 core 4 sq. mm. armoured cable for power supply	Meters		400	
Armoured 4 core MuLVi mode OFC cable	Meters		3000	
Fiber Optic Components/connectors/other necessary accessories			As required	
Earthing Kit for camera poles (GI Rods, Charcoal and SaLV)	Nos.		8	
[redacted]				
Ford F250 Super Crew Cab Super Duty XLT	Nos.		1	
Ford F350 Super Crew Cab Super Duty XLT	Nos.		1	
Ford Explorer XLT 3.5L V6	Nos.		2	

Ford Expedition King Ranch	Nos.		1	
Range Rover 5.0L Supercharge	Nos.		1	

Total Cost for List of Items Above USD 243,000,000

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(g) In Agreement (Drafts), as there is No Verse of Renegotiation, which is a Law Provision, the Slip is sticked in the Normally Stated Verses in Agreement.

(h) In Land Lease Agreements of Agreement (Drafts), as there are No Provisions of Re-entry to the Land and Retransfer of the Land, that are usually stated, the Verses in Similar Agreement, which are usually stated are sticked with slips. It should be scrutinized back, whether it conforms with the Need of the Department.

(i) In Agreement (Drafts), as Mineral Resources and Treasures Findings Provision is not included, it should be added and stated.

(j) In Verse 14.1 of Agreement (Drafts), as it is used with "Waiver of Sovereign Immunity", it should be used as, "Waiver of Immunity".

(k) In Verse 14.11 of Agreement (Drafts), if Cancellation of this Agreement, Expiration (or) Early Terminations are made, the Department should take care of the Remaining Provision Verses.

(l) In Official Language, Verse 14.12 of Agreement (Draft), as it is stated, that the Agreement shall be stated Both in English/Myanmar Languages, if it is needed by the Department, the (Final Draft) of Agreement (Draft) compiled

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in English should be translated into Myanmar and it is stated, it can be sent for the Translation Scrutinization to Law Compilation Department, Attorney General's Office.

(m) Concerning the Provisions included in Agreement (Draft), it is informed back and advised, that the Proposed Verses 2 (c), (d), (e), (f), (g), (h), (i), (j), (k), (l), (n), (q), (t), (u) which are proposed with Reference (5) Letter are reapproved.

(n) In the Needed Places, it is amended/added with, by writing in Red Ink.

7. Under the Stamp Act, Law, Section (9), if the Revenue Tax Exemption (or) Relaxation is not yet received, the Stamp Revenue must be paid by the Land Lessee, according to Assessment under the Law.

8. The Agreement (Draft) (2) Parts are only advised under Law, according to the Law of the Attorney General's Office, the Expertise Matters of Administration, Finance, has to make No Remarks by this Office. It is advised to negotiate with the Concerning Experts in concern with those Matters.

9. Before the Execution of this Agreement, it is needed to legally establish the Convalt Energy Myanmar. Apart from it, whether that Company is the Legally Incorporated Company (or) not and whether it has Ability to accomplish the Businesses included in the Agreement (or) not, as well as whether it has Sufficient Financial Strength and whether

the Individual, who shall sign in the Agreements has Legal Authorization, shall be needed to scrutinize in advance.

10. If the Agreement (Draft) (2) Parts are signed/executed, it is requested to send (3) Copies to this Office to keep as record.

11. It is to fix/accomplish this Advice as Confidential Level.

Sd/- x x x

(Kyaw San)

Director General (On Duty)

Sd/- Sd/-

Mandalay Region Advocate General's Office

Copy - Mandalay Region Governmental Body, Ministry of Electricity and Industry, Mandalay.

- Office Copy.
- Circulation File.

AUTHENTICATED, true and correct English translation.

Doc No: 3854\16

- 8 FEB 2016

8/2/16

U THAN AUNG (B.A.,LL.B)
ADVOCATE & NOTARY PUBLIC
Room No. 203, 2nd Floor, No.563 MAC Tower
Merchant Street, Kyauktada Township.
Yangon, Myanmar. H.P : 095161364

လျှို့ဝှက်

မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့
လျှပ်စစ်နှင့်စက်မှုလက်မှုဝန်ကြီးဌာန
မန္တလေးမြို့

စာအမှတ်၊ ၂ / ၃ - ၆ / ၂၂ ဦး ၆ (၀၄၉)
ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီလ ရက်

သို့

CEO
ACO Investment Group Co., Ltd

အကြောင်းအရာ ။ **မြေငှားရမ်းစာချုပ်(မူကြမ်း) (၂)ရပ်အပေါ် သဘောထားမှတ်ချက် ကြိုတင်ပေးပို့ခြင်း**

မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့နှင့် ACO Investment Group Co., Ltd ၏ ကုမ္ပဏီခွဲဖြစ်သော Convalt Energy Myanmar(ကန့်သတ်စွမ်းအင်မြန်မာကုမ္ပဏီ)တို့အကြား မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ မြင်းခြံမြို့နယ်ရှိ နဘူးအိုင်ကျေးရွာတွင် မြေဧရိယာ ဧက(၁၀၀၀)နှင့် မိတ္ထီလာခရိုင်၊ သာစည်မြို့နယ်၊ ဝက်တိုးကျေးရွာအုပ်စု၊ ဝမ်းသာကျေးရွာအတွင်းရှိ မြေဧရိယာ ဧက(၈၅၀)တို့အား ငှားရမ်းရန် ချုပ်ဆိုမည့် မြေငှားစာချုပ်(မူကြမ်း) (၂)ရပ်အပေါ် ပြည်ထောင်စုရှေ့နေချုပ်ရုံးမှ သဘောထားမှတ်ချက် ပြန်ကြားလာမှုအား လိုအပ်သလို ဆက်လက်ဆောင်ရွက်နိုင်ရန်အတွက် ကြိုတင်ပေးပို့အပ်ပါသည်။

ပူးတွဲပါ - သဘောထားမှတ်ချက်(၁)စုံ

ကျော်မြင့်
(ဝန်ကြီး၊ လျှပ်စစ်နှင့်စက်မှုလက်မှုဝန်ကြီးဌာန)

မိတ္တူကို

- တိုင်းဒေသကြီးအစိုးရအဖွဲ့၊ မန္တလေးတိုင်းဒေသကြီး၊ မန္တလေးမြို့
- ရုံးလက်ခံ

လျှို့ဝှက်

လျှို့ဝှက်

၀၀၁
၁.၁.၂၀၁၆

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပြည်ထောင်စုရှေ့နေချုပ်ရုံး
နေပြည်တော်

စာအမှတ်၊ ၂(၅) ၃ - ၂၄၃ /နပတ(၁၃၂၁)

ရက်စွဲ၊ ၂၀၁၅ ခုနှစ် ၊ ဒီဇင်ဘာလ ၂၈ ရက်

အကြောင်းအရာ။ မြေငှားစာချုပ်(မူကြမ်း) ၂ရပ် အပေါ်သဘောထားမှတ်ချက်တောင်းခံခြင်းကိစ္စ

ရည်ညွှန်းချက် ။

(၁) မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံး၏ ၇-၁၂-၂၀၁၅ ရက်စွဲပါ စာအမှတ်၊ ၉ (၄) ၁ / ၅ (၁၂၉)

(၂) မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၊ လျှပ်စစ်နှင့် စက်မှုလက်မှုဝန်ကြီးဌာန၏ ၂၀-၁၁-၂၀၁၅ ရက်စွဲပါစာအမှတ်၊ ၂/ ၃-ဖ/ ၂၁ ဦး; ၆ (၅၅၃)

(၃) မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၊ လျှပ်စစ်နှင့် စက်မှုလက်မှုဝန်ကြီးဌာန၏ ၃၀-၁၀-၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ၂/ ၃-ဖ/ ၂၁ ဦး (၅၇၉)

(၄) မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံး၏ ၅-၁၁-၂၀၁၄ ရက်စွဲပါစာ အမှတ်၊ ၉(၂) ၁/၄ (၃၄၅၉)

(၅) ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ ၁၈-၁၂-၂၀၁၄ ရက်စွဲပါစာအမှတ်၊ ၃-၁၆၉/ နပတ(၁၀၉၀)

၁။ မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့နှင့် Convalt Energy Myanmar (ကန့်သတ်စွမ်းအင်မြန်မာကုမ္ပဏီ) တို့အကြား မိတ္ထီလာခရိုင်၊ သာစည်မြို့နယ်အတွင်း မြေဧရိယာ(၁၀၀၀)ဧက နှင့်မြင်းခြံခရိုင်၊ နဘူးအိုင်ကျေးရွာတွင် မြေဧရိယာဧက(၁၀၀၀) စုစုပေါင်းဧက(၂၀၀၀)ကို ငှားရမ်းရန်ချုပ်ဆိုမည့်မြေငှားစာချုပ် (မူကြမ်း) ၂ရပ် အပေါ်သဘောထားမှတ်ချက်ပေးပါရန် မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့ ရည်ညွှန်းချက်(၂)ပါစာဖြင့် မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံးသို့

လျှို့ဝှက်

လျှို့ဝှက်

၂

တင်ပြလာ၍ မန္တလေးတိုင်းဒေသကြီး ဥပဒေချုပ်ရုံးက ဤရုံးသို့ ရည်ညွှန်းချက်(၂)ပါစာဖြင့် ဆက်လက်ပေးပို့တင်ပြလာသော ကိစ္စဖြစ်ပါ သည်။

၂။ ရည်ညွှန်းချက်(၁)ပါ မြေငှားစာချုပ်(မူကြမ်း)နှင့်စပ်လျဉ်း၍ မန္တလေးတိုင်းဒေသကြီး အစိုးရအဖွဲ့သည် ရည်ညွှန်းချက်(၃)ပါစာဖြင့် မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံးသို့ တင်ပြလာ၍ မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံးက ရည်ညွှန်းချက်(၄)ပါစာဖြင့် ဤရုံးသို့ ဆက်လက်ပေးပို့ တင်ပြလာပါသည်။ ဤရုံးမှစိစစ်ပြီး ရည်ညွှန်းချက်(၅)ပါစာဖြင့် အကြံပြုပြန်ကြားခဲ့ပြီးဖြစ်ပါသည်။

၃။ ရည်ညွှန်းချက်(၅)ပါ ဤရုံး၏ အကြံပြုချက်တွင် ငှားရမ်းမည့်မြေတည်နေရာများမှာ ကွဲပြားလျက်ရှိသဖြင့် မြေတည်နေရာတစ်ခုစီအတွက် မြေငှားစာချုပ်တစ်ရပ်စီ သီးခြားခွဲ၍ ချုပ်ဆိုသင့်ကြောင်း အကြံပြုပြန်ကြားချက်အရ မြေငှားစာချုပ်(မူကြမ်း) ၂ရပ် ပြန်လည်ပြုစုပြီး ရည်ညွှန်းချက်(၁)နှင့် (၂) ပါစာတို့ဖြင့် ထပ်မံပေးပို့တင်ပြလာသော ကိစ္စဖြစ်ပါသည်။

၄။ ရည်ညွှန်းချက်(၁)နှင့် (၂) ပါစာတို့ဖြင့်ထပ်မံပေးပို့လာသောစာချုပ် (မူကြမ်း) ၂ ရပ်အား ယခင်ဤရုံးမှအကြံပြုပြန်ကြားခဲ့သော ရည်ညွှန်းချက်(၅)ပါစာချုပ် (မူကြမ်း)နှင့် တိုက်ဆိုင် စိစစ်ရာ Termination စည်းကမ်းချက်အားဖြည့်စွက်ထားခြင်း၊ Term of Agreement နှင့် Arbitration တို့၌ စည်းကမ်းချက်များ ပြင်ဆင်ဖြည့်စွက်ထားခြင်း၊ Remedies ၌ Notice to Lender of the Project Company's Default စည်းကမ်းချက်အား ထည့်သွင်း ဖော်ပြမှု မရှိ ခြင်းတို့မှလွဲ၍ ရည်ညွှန်းချက်(၅)ပါစာချုပ်(မူကြမ်း)ပါအတိုင်းပြုစုထားသည်ကိုတွေ့ရှိရပါ သည်။

၅။ ရည်ညွှန်းချက်(၁)ပါစာဖြင့် ပေးပို့လာသော မြေငှားစာချုပ်(မူကြမ်း) ၂ရပ်သည် ငှားရမ်းမည့်မြေတည်နေရာ ကွဲပြားသော်လည်း စာချုပ်ချုပ်ဆိုမည့်ကုမ္ပဏီသည် တစ်ခုတည်းဖြစ်ပြီး စာချုပ်ပုံစံတစ်မျိုးတည်းပြုစုလာ၍ တစ်ပေါင်းတည်းစိစစ်ပြီး အကြံပြုထားပါသည်။

၆။ ရည်ညွှန်းချက်(၁)ပါစာနှင့်အတူ မြေငှားစာချုပ်(မူကြမ်း) ၂ရပ်အား အင်္ဂလိပ်၊ မြန်မာ နှစ်ဘာသာဖြင့် ပြုစုပေးပို့လာပါသည်။ ရည်ညွှန်းချက်(၁)ပါ မြေငှားစာချုပ်(မူကြမ်း) ၂ရပ်၏

လျှို့ဝှက်

Whereas B တွင် ACO Investment Group LLC (ACO) ကုမ္ပဏီသည် ၈-၂-၂၀၁၃ ရက်နေ့တွင် မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့နှင့် MOU တစ်ရပ်ကိုချုပ်ဆိုထားကြောင်းနှင့် စာချုပ်(မူကြမ်း)များ၌ ပူးတွဲပါရှိလာသော အဆိုပါ MOU (မိတ္တူ)အရ MOU ၏ စာချုပ်ဝင်များအပိုဒ်တွင် ACO ကုမ္ပဏီသည် အမေရိကန်နိုင်ငံတွင် တည်ရှိသောကုမ္ပဏီဖြစ်ကြောင်းတွေ့ရှိရပါသည်။ သို့ပါ၍ ဤရုံးအနေဖြင့် အင်္ဂလိပ်ဘာသာဖြင့် ရေးသားပြုစုထားသည့် မြေငှားစာချုပ် (မူကြမ်း) ၂ရပ်အပေါ် ဥပဒေရှုထောင့်မှ လေ့လာစိစစ်ပြီး အောက်ပါအတိုင်းသုံးသပ် အကြံပြု အပ်ပါသည်-

(က) စာချုပ်(မူကြမ်း)စာချုပ်ဝင်စာပိုဒ်၌ Convalt Energy Myanmar အားနောင်တွင် Project Company ဟုရည်ညွှန်းခေါ်ဆိုမည်ဖြစ်ကြောင်း ဖော်ပြထားပါသည်။သို့သော် စာချုပ်(မူကြမ်း) Whereasအပိုဒ် A ၌ Project Company ကို ACO Investment Group LLC(ACO) နှင့်( )တို့ ဖွဲ့စည်းတည်ထောင်မည်ဖြစ်ကြောင်းဖော်ပြထားရာProject Company ၏သတ်မှတ်ဖော်ပြချက်ကိုဌာနကပြန်လည်စိစစ်သင့်ပါသည်၊

(ခ) စာချုပ်(မူကြမ်း)Whereas အပိုဒ် B ၌ ဌာနနှင့် ACO တို့သည် စီမံကိန်းဖွံ့ဖြိုးတိုးတက်ရန်နှင့်ဆောင်ရွက်ရန်အတွက် သင့်တော်သောမြေထောက်ပံ့ရန် ၈-၂-၂၀၁၃ ရက်နေ့၌ MOUချုပ်ဆိုခဲ့ကြောင်း ဖော်ပြထားပါသည်။သို့သော် ယခုစာချုပ်(မူကြမ်း)အား:Convalt Energy Myanmar က စာချုပ်ဝင်အဖြစ်လက်မှတ်ရေးထိုးချုပ်ဆိုမည်ဟုဖော်ပြထားရာ ACOနှင့် Convalt Energy Myanmar တို့သည် မည်သို့ချိတ်ဆက်မှုရှိကြောင်းကို Whereas အပိုဒ်၌ရှင်းလင်းစွာဖော်ပြသင့်ပါသည်၊

(ဂ) စာချုပ်(မူကြမ်း)များ အပိုဒ် 6.2 Term of Agreement ၌ Clause 14.11 အရ Power Purchase Agreement စောစွာရပ်စဲခြင်း သို့မဟုတ် စောစွာ

ကုန်ဆုံးခြင်းနှင့် ငှားရမ်းကာလ စောစွာကုန်ဆုံးခြင်းတို့အတွက် နောက်ထပ်နို့တစ်စာမလိုအပ်ဘဲ ယခုစာချုပ်သည် အလိုအလျောက်ရပ်စဲမည်ဟု ဖော်ပြထားပါသည်။ ယခုစာချုပ်၏ ရပ်စဲခြင်းအား Power Purchase Agreement နှင့်ချိတ်ဆက်၍ ဖော်ပြထားသဖြင့် ဌာနအနေဖြင့် သတိပြုသင့်ပါသည်။ ထိုအပြင်စာပိုဒ်ခေါင်းစဉ်အား Term of Agreement ဟုဖော်ပြထားသော်လည်းစာချုပ်ရပ်စဲခြင်း အကြောင်းသာဖော်ပြထားပြီးစာချုပ်သက်တမ်းနှင့် စပ်လျဉ်းသည့်ဖော်ပြချက်မပါရှိ၍ ဖော်ပြရန်လိုအပ်ပါသည်၊

(ဃ) စာချုပ်(မူကြမ်း)များ အပိုဒ် 6.3 Termination ၌ ယခုစာချုပ်သည် Clause 6.2 နှင့်အညီမှလွဲ၍ ရပ်စဲခြင်းမပြုရဟု ဖော်ပြထားရာ ဌာနအနေဖြင့်သတိပြုသင့်ပါသည်၊

(င) စာချုပ်(မူကြမ်း)များ အပိုဒ် 7 Rent ၏ နောက်ဆုံးဝါကျတွင် The Lessee will have the option to develop an additional 12,500 acres at an annual rent of US$ 100 per acre ဟူ၍ ဖော်ပြထားပါသည်၊ Lessee အစား Lessor ဟုယူဆပါသဖြင့် ဌာနမှပြန်လည်စိစစ်သင့်ပါသည်၊

(စ) စာချုပ်(မူကြမ်း)များ အပိုဒ် 11 Arbitration တွင် အငြင်းပွားမှုများအား Singapore နိုင်ငံရှိ United Nations Commission on International Trade Law (UNCITRAL) Arbitration 2010 ဖြင့် ဖြေရှင်းဆောင်ရွက်မည်ဖြစ်ကြောင်း ဖော်ပြထားရာ မြန်မာနိုင်ငံ၌ UNCITRAL Rules ဖြင့် ဖြေရှင်းဆောင်ရွက်ရန် တစ်ဖက်စာချုပ်ဝင်နှင့် ဆွေးနွေးညှိနှိုင်းသင့်ပါသည်၊ ညှိနှိုင်း၍မရပါက ဌာနအနေဖြင့် မိမိ၏စီမံခန့်ခွဲမှုဘောင်အတွင်းမှ စဉ်းစားသုံးသပ်ဆုံးဖြတ်ရန်ဖြစ်ပါသည်၊

လျှို့ဝှက်

၅

(ဆ) စာချုပ်(မူကြမ်း)များတွင် ဥပဒေရေးရာ စည်းကမ်းချက်တစ်ခု ဖြစ်သော Renegotiation စာပိုဒ်မပါရှိ၍ အလားတူစာချုပ်များတွင် ဖော်ပြလေ့ရှိသော စာပိုဒ်အား Slip ကပ်ပေးလိုက်ပါသည်၊

(ဇ) စာချုပ်(မူကြမ်း)များတွင် မြေငှားစာချုပ်များ၌ ဖော်ပြလေ့ရှိသော မြေသို့ပြန်လည်ဝင်ရောက်ခြင်း (Re-entry to the Land) နှင့် ငှားရမ်းထားသည့်မြေအားပြန်လည်လွှဲပြောင်းခြင်း(Retransfer of the Land) စည်းကမ်းချက်များမပါရှိသဖြင့် အလားတူစာချုပ်များတွင်ဖော်ပြလေ့ရှိသော စာပိုဒ်တို့အား Slip ကပ်ပေးလိုက်ပါသည်။ ဌာန၏လိုအပ်ချက်နှင့် ကိုက်ညီမှု ရှိ မရှိ ပြန်လည်စိစစ်သင့်ပါသည်၊

(ဈ) စာချုပ်(မူကြမ်း)များ၌ "အဖိုးတန်ပစ္စည်းများတွေ့ရှိခြင်း (Mineral Resources and Treasures)စည်းကမ်းချက်မပါရှိ၍ထည့်သွင်းဖော်ပြသင့်ပါသည်၊

(ည) စာချုပ်(မူကြမ်း)များ အပိုဒ် 14.1 တွင် Waiver of Sovereign Immunity ဟု သုံးနှုန်းထားရာ "Waiver of Immunity" ဟုသာ သုံးနှုန်းသင့်ပါသည်၊

(ဋ) စာချုပ်(မူကြမ်း)များ အပိုဒ် 14.11 တွင် ဤစာချုပ်အားပယ်ဖျက်ခြင်း၊ သက်တမ်းကုန်ဆုံးခြင်း သို့မဟုတ် စောစွာရပ်စဲခြင်းတို့ပြုလုပ်ပါက ဆက်လက်ကျန်ရှိနေသည့် စည်းကမ်းချက်အပိုဒ်များကို ဌာနအနေဖြင့် သတိပြုသင့်ပါသည်၊

(ဌ) စာချုပ်(မူကြမ်း)များ အပိုဒ် 14.12 Official Language တွင် စာချုပ်ကို အင်္ဂလိပ်၊ မြန်မာနှစ်ဘာသာဖြင့် ချုပ်ဆိုမည်ဖြစ်ကြောင်းဖော်ပြထားရာ ဌာနအနေဖြင့် လိုအပ်မှုရှိပါက အင်္ဂလိပ်ဘာသာဖြင့်ပြုစုထားသော အပြီးသတ်

လျှို့ဝှက်

စာချုပ်(မူကြမ်း)(Final Draft)ကို မြန်မာဘာသာဖြင့်ပြန်ဆို၍ အဆိုပါဘာသာပြန်စာချုပ်(မူကြမ်း)အား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ဥပဒေရေးဆွဲရေးဌာနသို့ ဘာသာပြန်စိစစ်ရန်ပေးပို့နိုင်ပါကြောင်း ဖော်ပြအပ်ပါသည်၊

(ဍ) စာချုပ်(မူကြမ်း) များပါစည်းကမ်းချက်နှင့်စပ်လျဉ်း၍ ရည်ညွှန်းချက် (၅) ပါစာဖြင့် အကြံပြုပြန်ကြားခဲ့သော အကြံပြုချက်အပိုဒ် ၂(ဂ)၊(ဃ)၊(င)၊(စ)၊(ဆ)၊(ဇ)၊(ဈ)၊(ည)၊(ဋ)၊(ဌ)၊(ဎ)၊(ထ)၊(န)၊(ပ) တို့အား ထပ်မံအတည်ပြုကြောင်း အကြံပြုပြန်ကြားအပ်ပါသည်၊

(ဎ) လိုအပ်သောနေရာများတွင် မင်နီဖြင့် ပြင်ဆင်ဖြည့်စွက် ရေးသားပေးလိုက်ပါသည်။

၇။ တံဆိပ်ခေါင်းအက်ဥပဒေပုဒ်မ ၉ အရ တံဆိပ်ခေါင်းခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်မရရှိသေးလျှင် တံဆိပ်ခေါင်းအက်ဥပဒေအရ ကျသင့်သောတံဆိပ်ခေါင်းခွန်ကို မြေအငှားချထားခြင်းခံရသူက ထမ်းဆောင်ရမည်ဖြစ်ပါသည်။

၈။ ဤစာချုပ်(မူကြမ်း) ၂ရပ်ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီဥပဒေကြောင်းအရသာ ဥပဒေအကြံဉာဏ်ပေးခြင်း ဖြစ်ပါသည်။ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ၊ ကျွမ်းကျင်မှုဆိုင်ရာကိစ္စရပ်များကို ဤရုံးအနေဖြင့်မှတ်ချက်ပေးရန်မရှိပါကြောင်းနှင့် ယင်းကိစ္စရပ်များနှင့်စပ်လျဉ်း၍ သက်ဆိုင်ရာကျွမ်းကျင်သူများနှင့် ဆွေးနွေးညှိနှိုင်းရန် အကြံပြုပါသည်။

၉။ ဤစာချုပ်ချုပ်ဆိုခြင်းမပြုမီ Convalt Energy Myanmar ကို တရားဝင်တည်ထောင် ပြီးဖြစ်ရန်လိုအပ်ပါသည်။ ထို့အပြင် ယင်းကုမ္ပဏီသည် ဥပဒေအရ တရားဝင်ဖွဲ့စည်းထားသော ကုမ္ပဏီ ဟုတ် မဟုတ် ၊ စာချုပ်များပါလုပ်ငန်းကို လုပ်ကိုင်နိုင်ခွင့်နှင့် လုပ်ကိုင်နိုင်စွမ်းရှိ

မရှိ ၊ ငွေကြေးအင်အားပြည့်စုံမှုရှိ မရှိ၊ စာချုပ်များတွင် လက်မှတ်ရေးထိုးမည့်သူသည် တရားဝင်လွှဲအပ်ခြင်းခံရသူဟုတ် မဟုတ် စသည်တို့ကို ကြိုတင်စိစစ်ရန်လိုအပ်မည်ဖြစ်ပါသည်။

၁၀။ စာချုပ်(မူကြမ်း) ၂ရပ်ကို လက်မှတ်ရေးထိုးချုပ်ဆိုပြီးပါက မှတ်တမ်းတင်ထားနိုင်ရန်အတွက် ဤရုံးသို့ မိတ္တူ (၃) စောင်စီပေးပို့ပါရန် မေတ္တာရပ်ခံအပ်ပါသည်။

၁၁။ ဤ အကြံပြုချက်ကို လျှို့ဝှက်အဆင့် သတ်မှတ်ဆောင်ရွက်ရန် ဖြစ်ပါသည်။

(ကျော်ဆန်း)

ညွှန်ကြားရေးမှူးချုပ်(တာဝန်)ခံ

မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံး

မိတ္တူ - မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့၊ လျှပ်စစ်နှင့် စက်မှုလက်မှုဝန်ကြီးဌာန၊ မန္တလေးမြို့။

- ရုံးလက်ခံ

- မျှောစာတွဲ

နောက်ဆက်တွဲ - ဂ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်

စာအမှတ်၊မဗဘ/ဘဏ်စိစစ်/၄(၂၀၇/၂၀၁၆)
ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ်၊ ဩဂုတ်လ ၂၃ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **သဘောထားမှတ်ချက် ပြန်ကြားခြင်း**

ရည် ညွှန်း ချက် ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ ၂၈-၇-၂၀၁၆ ရက်စွဲပါ စာအမှတ်၊ မရက-၅(လ)/န-၀၀၁/၂၀၁၆(၄၀၄)

p.1066
1.9.16

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သည် ရည်ညွှန်းချက်ပါစာဖြင့် ရာခိုင်နှုန်းပြည့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် ဆောင်ရွက်မည့် Convalt Energy (Myanmar) Co., Ltd. သည် မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်နှင့် မိတ္ထီလာခရိုင်တို့တွင် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ (၂) ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ရန်အတွက် Overseas Private Investment Corporation ထံမှ အမေရိကန်ဒေါ်လာ ၃၃၆ သန်း ချေးငွေရယူခြင်းအပေါ် မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်၏ သဘောထားမှတ်ချက် တောင်းခံလာခြင်းနှင့် စပ်လျဉ်း၍ အောက်ပါအတိုင်း သဘောထားမှတ်ချက်ပြန်ကြားအပ်ပါသည်-

(က) ရင်းနှီးမြှုပ်နှံမှု စုစုပေါင်း အမေရိကန်ဒေါ်လာ ၄၈၀ သန်းတွင် ချေးငွေ အမေရိကန်ဒေါ်လာ ၃၃၆ သန်း ရှိ၍ ရှယ်ယာရှင်များ၏ ထည့်ဝင်မှု အမေရိကန်ဒေါ်လာ ၁၄၄ သန်း ပါဝင်မည်ဖြစ်ရာ Debt to Equity Ratio မှာ 2.33 : 1 ဖြစ်၍ သင့်ပါသည်၊

(ခ) ချေးငွေအပေါ် အတိုးနှုန်း (Applicable Rate) မှာ Acceptance Date မတိုင်မီတွင် LIBOR +5.5% (p.a) နှင့် Acceptance Date စေ့သည့်နေ့နှင့် နောက်ပိုင်းကာလတွင် LIBOR + 3.5% (p.a) + swap/IRS အတွက် 2.5%(p.a) ထပ်ဆောင်းကောက်ခံမည်ဖြစ်၍ အတိုးနှုန်းမှာ LIBOR +6% (p.a) ဖြစ်ကြောင်း တွေ့ရှိရသည်။ LIBOR Rate ကိုလည်း ၁ လ၊ ၃ လ၊ ၆ လနှင့် ၁၂ လတို့အတွက် အတိုးနှုန်းများအနက် မည်သည့်ကာလအတွက် အတိုးနှုန်းဖြစ်သည်ကို ဖော်ပြရန်လိုပါသည်၊

(ဂ) ချေးငွေပမာဏမှာ အမေရိကန်ဒေါ်လာ ၃၃၆ သန်း ဖြစ်ပြီး အတိုးနှုန်းနှင့် ချေးငွေအရင်းပြန်ဆပ်ခြင်းကို အမေရိကန်ဒေါ်လာဖြင့် ပြန်ဆပ်ရမည်ဖြစ်ရာ ငွေချေးယူ၍

ရင်းနှီးမြှုပ်နှံသူ Convalt Energy (Myanmar) Co., Ltd. သည် ချေးငွေပြန်ဆပ်ရန် လုံလောက်သော နိုင်ငံခြားငွေဖြင့် ဝင်ငွေ ရှိ/ မရှိ သိရှိရန်လိုပါသည်။

၂၃/၁၀/၂၀၁၈

(ခင်စောဦး)

ဒုတိယဉက္ကဋ္ဌ

မိတ္တူကို

Convalt Energy (Myanmar) Co., Ltd.

ရုံးလက်ခံ/မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ် (ယာယီ)

အမှတ် ၈၉၂ အက်ဖ်စီ / ၂၀၁၅–၂၀၁၆ (ရက)

မြန်မာနိုင်ငံ ကုမ္ပဏီများ အက်ဥပဒေအရ ......ကွန်ဗတ် အင်နာဂျီ (မြန်မာ)............ ကုမ္ပဏီ လီမိတက် ....အား ပေးရန်တာဝန် ကန့်သတ်ထားသော လီမိတက် ကုမ္ပဏီအဖြစ် ၂၀၁၆ နှစ်၊ ဖေဖော်ဝါရီ လ၊ ...၁၀ရက်နေ့တွင် ယာယီမှတ်ပုံတင်ခွင့် ပြုလိုက်သည်။

ညွှန်ကြားရေးမှူးချုပ်(ကိုယ်စား)
(နီလာမူ၊ ညွှန်ကြားရေးမှူး)
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

❖

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

CERTIFICATE OF INCORPORATION (TEMPORARY)

NO. ....892 FC.......... of 2015-2016 (YGN)

I hereby certify that ....CONVALT ENERGY (MYANMAR) COMPANY LIMITED ....is this day incorporated under the Myanmar Companies Act and that the company is Limited.

Temporarily given under my hand at Yangon this ....TENTH..................day of........FEBRUARY, TWO THOUSAND AND SIXTEEN........

For Director General
(Nilar Mu - Director)
Directorate of Investment and Company Administration

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATIONAL PLANNING AND ECONOMIC DEVELOPMENT

FORM 1

FORM OF PERMIT (TEMPORARY)

(See section 27 A)

Permit No. 892 FC/2015-2016 (YGN)

Date 10th February, 2016

The Ministry of National Planning and Economic Development of the Government of the Republic of the Union of Myanmar in pursuance of the Myanmar Companies Act hereby grants a permit to the CONVALT ENERGY (MYANMAR) COMPANY LIMITED. in respect of which particulars are detailed below, to carry on its business within the Republic of the Union of Myanmar subject to the provisions contained in the said Act.

(1)	Name of the Company	Convalt Energy (Myanmar) Co., Ltd.
(2)	Country of incorporation of the company.	The Republic of the Union of Myanmar.
(3)	Location of the company's Head Office and / or Principal Office in the Republic of the Union of Myanmar.	No. 27, U Maung Maung Soe Street, 9th Mile Mayangone Township, Yangon.
(4)	The object for which the company is formed (field of business).	Solar Power Generation
(5)	(a) The amount of Capital and the number of shares into which the Capital is divided.	USD 500,000,000 divided into 500,000,000 shares of USD 1 each.
	(b) If more than one class of shares is authorised, the description of each class.	Only one class.
(6)	The names, addresses and nationality of the directors.	As per List attached.
(7)	The maximum amount of indebtedness which may be incurred by the company and also a prohibition against the contracting of debts in excess of that amount.	As per conditions attached.
(8)	Period of validity of permit.	February 10, 2016 to August 9, 2016. (SIX MONTHS)
(9)	Statement of compliance with legal requirements for issue of Capital including the amount to be paid in before business is commenced.	As per conditions attached.
(10)	Statement of compliance with such conditions as may be prescribed.	The conditions attached to the permit and conditions as may be prescribed from time to time are also to be strictly adhered to by the company.

By order

For Director General
(Nilar Mu) Director
Directorate of Investment and Company Administration

CONVALT ENERGY
25B Kanbawza Road, Golden Valley
Yangon, Myanmar
Tel: +95.99.7342.2269

UPDATED Proposed Imported Vehicles List for Project

UPDATED Vehicle List (Total for both Nabuaing & Wundwin Sites)			
Vehicle Model	**Quantity**	**Value**	**Total Value**
Ford F250 Lariat	4	$46,000.00	$184,000.00
Ford F350 Lariat	4	$45,000.00	$180,000.00
Ford F150 Lariat	4	$41,000.00	$164,000.00
Ford Transit	4	$37,500.00	$150,000.00
			$678,000.00

CONVALT ENERGY
25B Kanbawza Road, Golden Valley
Yangon, Myanmar
Tel: +95.99.7342.2269

Updated Machinery & Equipment List to be Imported for the Project (Appendix B-1)

Machinery & Equipment List for 180 MW DC (= 150 MW AC) Solar Farm at Myingyan Site				
Description	Unit of Measure	Model	Total Quantity	Estimated Cost
Panels	Poly – 310 Wp (Not less than 15% efficiency)	First Solar/Canadian Solar	662,000	$ 117,591,000.00
Inverters	1000 kW capacity Inverter	ABB/GE	264	$ 41,310,000.00
Switchgear/Transformers	Substation Equipment for Power Deliver	ABB/GE	166	$ 12,150,000.00
Structures	Hot Dipped Galvanized Steel structures for mounting the panels	Various	TBD	$ 36,450,000.00
Electrical Bulks	Cables, Fittings for electrical	Various	TBD	$ 24,300,000.00
Instrumentation Bulks	Cables, Fittings for instrumentation	Various	TBD	$ 4,860,000.00
Automobiles	Vehicles for navigating the work site	Ford	4	$ 339,000.00
	Myingyan Site Subtotal			*$ 237,000,000.00*

Machinery & Equipment List for 180 MW DC (= 150 MW AC) Solar Farm at Meiktila Site				
Description	Unit of Measure	Model	Total Quantity	Estimated Cost
Panels	Poly – 310 Wp (Not less than 15% efficiency)	First Solar/Canadian Solar	662,000	$ 117,591,000.00
Inverters	1000 kW capacity Inverter	ABB/GE	264	$ 41,310,000.00
Switchgear/Transformers	Substation Equipment for Power Deliver	ABB/GE	166	$ 12,150,000.00
Structures	Hot Dipped Galvanized Steel structures for mounting the panels	Various	TBD	$ 36,450,000.00
Electrical Bulks	Cables, Fittings for electrical	Various	TBD	$ 24,300,000.00
Instrumentation Bulks	Cables, Fittings for instrumentation	Various	TBD	$ 4,860,000.00
Automobiles	Vehicles for navigating the work site	Ford	4	$ 339,000.00
	Meiktila Site Subtotal			*$ 237,000,000.00*
	Project Grand Total			**$ 474,000,000.00**

CONVALT ENERGY
25B Kanbawza Road
Bahan Township, Yangon Myanmar
Tel: 01.513.027

Table of Contents

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

စာအမှတ် ၊ လျှပ်စစ်-၂(မူဝါဒ-ACO)(၂၅၇၅)/၂၀၁၆

ရက်စွဲ ၊ ၂၀၁၆ ခုနှစ် ၊ ဖေဖော်ဝါရီလ ၁၉ ရက်

သို့

ဥက္ကဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **မန္တလေးတိုင်းဒေသကြီး နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် (၃၀၀) မဂ္ဂါဝပ် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခွင့်ပြုပါရန် တင်ပြခြင်း**

၁။ အမေရိကန်နိုင်ငံအခြေစိုက် ACO Investment Group LLC နှင့် Convalt Energy LLC တို့သည် မန္တလေးတိုင်းဒေသကြီးအတွင်း (၁၀၀၀) မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်နိုင်ရေးအတွက် ဖြစ်မြောက်နိုင်စွမ်းလေ့လာမှု ဆောင်ရွက်ပြီးနောက် မန္တလေးတိုင်းဒေသကြီး အစိုးရအဖွဲ့နှင့် (၈-၂-၂၀၁၃) ရက်နေ့တွင် နားလည်မှုစာချွန်လွှာ (MOU) ကို လက်မှတ် ရေးထိုးခဲ့ပါသည်။ MOU လက်မှတ်ရေးထိုးပြီးနောက် ထွက်ရှိလာမည့်ဓာတ်အားများကို နိုင်ငံတော်ဓာတ်အား စနစ်သို့ ရောင်းချရန်အတွက် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနသို့ လာရောက်ဆွေးနွေးခဲ့ပါသည်။

၂။ နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံအတွက် မန္တလေးတိုင်းဒေသကြီးအတွင်း နေရောင်ခြည် နှင့် မြေနေရာရရှိနိုင်မှုရှိသော်လည်း မြန်မာနိုင်ငံဓာတ်အားစနစ်၏ လက်ရှိဓာတ်အားထုတ်လုပ်မှု ပမာဏနှင့် လက်ရှိ ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်းများ၏ နိုင်နင်းမှုအရ မန္တလေးတိုင်းဒေသကြီး အတွင်းရှိ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသ နေရာ(၂)ခု တို့တွင် (၁၅၀) မဂ္ဂါဝပ် စီရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံများ တည်ဆောက်ပြီး စုစုပေါင်း (၃၀၀) မဂ္ဂါဝပ်ဖြင့် တည်ဆောက်သွားရန် ဖြစ်နိုင်မှုရှိကြောင်း အသေးစိတ် လေ့လာဆွေးနွေးခဲ့ကြပြီး အောက်ပါအတိုင်း အဆင့်(၂)ဆင့်ခွဲ၍ တည်ဆောက်သွားမည်ဖြစ်ပါသည်-

		နဘူးအိုင်	ဝမ်းတွင်း
(က)	ပထမအဆင့်	၁၀၀ မဂ္ဂါဝပ်	၁၀၀ မဂ္ဂါဝပ်
(ခ)	ဒုတိယအဆင့်	၅၀ မဂ္ဂါဝပ်	၅၀ မဂ္ဂါဝပ်

၃။ အဆိုပါနေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ(၂)ခုတို့မှ ထွက်ရှိမည့်ဓာတ်အားကို ဓာတ်အား စနစ်နှင့် ဆက်သွယ်နိုင်ရန်အတွက် အောက်ပါဓာတ်အားလိုင်း (၂)လိုင်း တည်ဆောက်သွားရမည် ဖြစ်ပါသည်-

(က) နဘူးအိုင်-မြင်းခြံသမထိစက်ရုံ ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း (၂၉) မိုင်

(ခ) ဝမ်းတွင်း-သပြေဝ ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း (၃) မိုင်

(ဂ) လက်ရှိ ၂၃၀ ကေဗွီ ဓာတ်အားခွဲရုံများတွင် ဓာတ်အားလက်ခံရန် အဆင့်မြှင့်တင် ခြင်းလုပ်ငန်းများ

၄။ ဖော်ပြပါ ဓာတ်အားလိုင်း(၂)လိုင်း တည်ဆောက်ရန်အတွက် ကုန်ကျစရိတ်အပါအဝင် (၃၀၀) မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ၏ ရင်းနှီးမြှုပ်နှံမှုကုန်ကျစရိတ်နှင့် စီမံကိန်း၏ ဖြစ်မြောက်နိုင်မှုအခြေအနေမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

(က)	စီမံကိန်းကုန်ကျစရိတ်	အမေရိကန်ဒေါ်လာ (၄၈၀)သန်း
(ခ)	တစ်ယူနစ်ဓာတ်အားခဈေးနှုန်း	အမေရိကန်ဒေါ်လာ (၁၃) ဆင့်
(ဂ)	လုပ်ကိုင်ခွင့်ကာလ	(၃၀) နှစ်
(ဃ)	အရင်းအနှီးအပေါ် အကျိုးအမြတ်ပြန်ပေါ်နှုန်း (IRR)	(၈.၁၃) %
(င)	စီမံကိန်းအတွက် မြေနေရာ	မြင်းခြံ (၁၀၀၀) ကေ မိတ္ထီလာ (၈၅၀) ကေ
(စ)	မြေနေရာအတွက် မြေငှားစာချုပ်	မန္တလေးတိုင်းဒေသကြီးအစိုးရ နှင့် Land Lease Agreement ချုပ်ဆိုပြီး ဖြစ်ပါသည်။

၅။ မန္တလေးတိုင်းဒေသကြီး အစိုးရအဖွဲ့မှလည်း မန္တလေးတိုင်းဒေသကြီး၊ နဘူးအိုင်နှင့် ဝမ်းတွင်း ဒေသတွင် တည်ဆောက်မည့် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ စီမံကိန်းများအတွက် မြေနေရာ ငှားရမ်းခြင်းလုပ်ငန်းကိုသာ တာဝန်ယူဆောင်ရွက်မည်ဖြစ်ပြီး ကျန်လုပ်ငန်းကိစ္စများကို ပြည်ထောင်စု အစိုးရ၊ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ ဆောင်ရွက်ရန်သင့်လျော်ပါကြောင်း **နောက်ဆက်တွဲ(က)** ဖြင့် သဘောထားပြန်ကြားခဲ့ပါသည်။

၆။ စီမံကိန်းအကောင်အထည်ဖော်မည့် ကုမ္ပဏီများမှ စီမံကိန်းဖြစ်မြောက်နိုင်စွမ်းလေ့လာမှု အစီရင်ခံစာကို တင်ပြလာသည့်အတွက် စိစစ်၍ နှစ်ဖက်ညှိနှိုင်းဆွေးနွေးမှုများ ပြုလုပ်ခဲ့ကြပြီးနောက် သဘောတူညီမှုစာချွန်လွှာ (MOA) ကို လက်မှတ်ရေးထိုးခွင့်ပြုပါရန် စီးပွားရေးရာကော်မတီသို့

နောက်ဆက်တွဲ (ခ) ဖြင့် လည်းကောင်း၊ ပြည်ထောင်စုအစိုးရအဖွဲ့သို့ **နောက်ဆက်တွဲ (ဂ)** ဖြင့် လည်းကောင်း တင်ပြခဲ့ပါသည်။

၇။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၊ လျှပ်စစ်စွမ်းအားဦးစီးဌာနနှင့် အမေရိကန်နိုင်ငံအခြေစိုက် ACO Investment Group LLC ၊ Convalt Energy LLC တို့သည် မန္တလေးတိုင်းဒေသကြီး၊ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံများအား အကောင်အထည်ဖော်ဆောင်ရွက်ရန်အတွက် သဘောတူညီမှုစာချွန်လွှာ (MOA) ကို ပြည်ထောင်စုအစိုးရအဖွဲ့ရုံး၏ (၃၁-၇-၂၀၁၄) ရက်နေ့တွင် ကျင်းပသော အစည်းအဝေးအမှတ်စဉ် (၁၅/၂၀၁၄) ၏ သဘောတူခွင့်ပြုချက်ဖြင့် (၂၈-၈-၂၀၁၄) ရက်နေ့တွင် သဘောတူညီမှုစာချွန်လွှာ (MOA) **နောက်ဆက်တွဲ (ဃ)** ကို လက်မှတ်ရေးထိုးခဲ့ပြီးဖြစ်ပါသည်။

၈။ စီမံကိန်း (၂) ခု တို့၏ စုစုပေါင်း (၃၀၀) မဂ္ဂါဝပ်နှင့် ၂၃၀ ကေဗွီဓာတ်အားလိုင်း (၃၂) မိုင်အတွက် စီမံကိန်းကုန်ကျစရိတ် အမေရိကန်ဒေါ်လာသန်းပေါင်း (၄၈၀) နှင့်ပတ်သက်၍ အောက်ပါအတိုင်း ရင်းနှီးမြှုပ်နှံသွားမည်ဖြစ်ပါသည်-

	အမေရိကန်ဒေါ်လာ(သန်း)	ရာခိုင်နှုန်း (%)
(က) အစုရှယ်ယာရှင်များ၏ ထည့်ဝင်မှု	၁၄၄	၃၀
(ခ) ချေးငွေပမာဏ	၃၃၆	၇၀
စုစုပေါင်း	**၄၈၀**	**၁၀၀**

၉။ စီမံကိန်းတည်ဆောက်ရာတွင် ဆောင်ရွက်မည့် လုပ်ငန်းကဏ္ဍများအလိုက် အောက်ပါအတိုင်း ရင်းနှီးမြှုပ်နှံသွားမည်ဖြစ်ကြောင်း စိစစ်တွေ့ရှိရပါသည်-

	အမေရိကန်ဒေါ်လာ (သန်း)
(က) ငွေသား	၆
(ခ) စက်ပစ္စည်းကိရိယာများ	၄၇၄
စုစုပေါင်း	**၄၈၀**

၁၀။ ရင်းနှီးမြှုပ်နှံရန် လိုအပ်သည့် ချေးငွေပမာဏအပေါ် အတိုးနှုန်းမှာ တည်ဆောက်ရေးကာလအတွင်း (၇) % ဖြစ်ပြီး လည်ပတ်မောင်းနှင်သည့် ကာလအတွင်း (၅) % ဖြစ်ပါသည်။ စီးပွားရေးဆိုင်ရာ တွက်ချက်ကိုက်မှုအခြေအနေ အချက်အလက်များမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

(က) အရင်းကြေကာလ	(၁၃) နှစ်
(ခ) အကြွေးကြေကာလ	(၂၀) နှစ်

(ခ) Internal Rate of Return (IRR) (၈.၁၃) %

၁၁။ စီမံကိန်း(၂)ခုကို Independent Power Producer (IPP) စနစ်ဖြင့် ဆောင်ရွက်မည်ဖြစ်ပြီး နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံမှထွက်ရှိမည့် လျှပ်စစ်ဓာတ်အားကို ဝယ်ယူရန်အတွက် ဓာတ်အားဝယ်ယူရေးသဘောတူစာချုပ် (PPA) ကိုလည်း ဆွေးနွေးညှိနှိုင်းပြီးဖြစ်ပါသည်။

၁၂။ စီမံကိန်းဆိုင်ရာ သဘာဝပတ်ဝန်းကျင်နှင့် လူမှုပတ်ဝန်းကျင်သက်ရောက်မှုဆန်းစစ်ချက် (ESIA)· အစီရင်ခံစာများကို ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် သစ်တောရေးရာဝန်ကြီးဌာနသို့ တင်ပြခဲ့ရာ အဆိုပါ ESIA အစီရင်ခံစာများတွင် ထပ်မံဖြည့်စွက်ရန် လိုအပ်သည့်အချက်များကို ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းအစီရင်ခံစာ စိစစ်သုံးသပ်ရေးအဖွဲ့မှ နောက်ဆက်တွဲ (င) ဖြင့် သဘောထားမှတ်ချက်များ ပြန်ကြားခဲ့ပါသည်။

၁၃။ မန္တလေးတိုင်းဒေသကြီးအတွင်းရှိ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံများသည် နိုင်ငံတော်၏ လျှပ်စစ်ဓာတ်အားလိုအပ်ချက်ကို ဖြည့်ဆည်းပေးနိုင်မည့် စီမံကိန်းဖြစ်ပါသဖြင့် ဆောလျင်စွာ အကောင်အထည်ဖော် တည်ဆောက်နိုင်ရေးအတွက် အောက်ပါအချက်များကို ခွင့်ပြုနိုင်ပါရန် ထောက်ခံတင်ပြအပ်ပါသည်-

(က) လုပ်ငန်းများ လျှင်မြန်စွာ ဆောင်ရွက်နိုင်ရန် သွင်းကုန်များအား လုပ်ငန်းခွင်သို့ သတ်မှတ်ထားသော ဥပဒေနှင့်အညီ တင်သွင်းခွင့်ပြုပါရန်။

(ခ) စီမံကိန်းတည်ဆောက်မည့်နေရာသို့ တည်ဆောက်ရေးလုပ်ငန်းသုံး ပစ္စည်းများအား သတ်မှတ်ထားသော ဥပဒေနှင့်အညီ တင်သွင်းခွင့်ပြုပါရန်။

(ဂ) တည်ဆောက်ရေးကာလအတွင်း အသုံးပြုမည့် မော်တော်ယာဉ်၊ စက်ယန္တရားများနှင့် ဆက်စပ်ပစ္စည်းများအား သတ်မှတ်ထားသော ဥပဒေနှင့်အညီ တင်သွင်းခွင့်ပြုပါရန်။

(ဃ) ဝင်ငွေခွန်ကင်းလွတ်ခွင့် (၅)နှစ်နှင့် ကုန်သွယ်ခွန်ကင်းလွတ်ခွင့် (၃)နှစ် ခွင့်ပြုပါရန်။

(င) ဝင်ငွေခွန်ကင်းလွတ်ခွင့် (၅) နှစ် ခံစားပြီးနောက် တဆက်တည်း နောက်ထပ် (၅)နှစ် အား ဝင်ငွေခွန် (၅၀)% သက်သာခွင့်ပြုပါရန်။

၁၄။ သို့ဖြစ်ပါ၍ အမေရိကန်နိုင်ငံ အခြေစိုက် ACO Investment Group LLC နှင့် Convalt Energy LLC တို့သည် Convalt Energy (Myanmar) Co., Ltd. ကို ထူထောင်၍ IPP စနစ်ဖြင့် မန္တလေးတိုင်းဒေသကြီး၊ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတို့တွင် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံများအား တည်ဆောက်ပြီး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ဖြန့်ဖြူးရောင်းချခြင်းလုပ်ငန်း

ဆောင်ရွက်ရန်အတွက် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ လုပ်ငန်းခွင့်ပြုမိန့် ချမှတ်ပေးနိုင်ပါရန်နှင့် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ဆိုင်ရာ ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကို ခံစားခွင့်ပြုပေးပါရန် တင်ပြလာသည့်အဆိုပြုချက်အား ခွင့်ပြုနိုင်ပါရန် ထောက်ခံတင်ပြအပ်ပါသည်။

ခင်မောင်စိုး
ပြည်ထောင်စုဝန်ကြီး

မိတ္တူကို
တင်ပြ/လက်ခံ

နောက်ဆက်တွဲ(က)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့ရုံး
မန္တလေးမြို့

စာအမှတ်၊ ၂/ ၃ - ၆/ ၂၁ ဦး ၆ (...)
ရက်စွဲ၊ ၂၀၁၄ ခုနှစ်၊ မေ လ ၇ ရက်

သို့

ပြည်ထောင်စုဝန်ကြီး
လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန
နေပြည်တော်

အကြောင်းအရာ။ မန္တလေးတိုင်းဒေသကြီး၊ ဝမ်းတွင်းနှင့်နဘူးအိုင်တွင် အသစ်တည်ဆောက်မည့် နေရောင်ခြည်စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် တည်ဆောက်၊ လည်ပတ်၊ မောင်းနှင်ရေးဆိုင်ရာ သဘောတူညီမှုစာချုပ် MoU (မူကြမ်း) နှင့် ပတ်သက်၍ သဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန်ကိစ္စ

ရည် ညွှန်း ချက် ။ (၁) လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ (၁၆.၁.၂၀၁၄) ရက်စွဲပါစာအမှတ် ၊ ၁ လစ (DEP) / (၅၉၄ /၂၀၁၄)

(၂) မန္တလေးတိုင်းဒေသကြီးဥပဒေချုပ်ရုံး၏ (၉.၄.၂၀၁၄) ရက်စွဲပါစာအမှတ်၊ ၉ (၂) ၁ / ၁ (၁၂၅၈)

၁။ မန္တလေးတိုင်းဒေသကြီးအတွင်း နေရောင်ခြည်စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ စီမံကိန်းဆောင်ရွက်ရန် မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့နှင့် ACO Investment Group LLC ကုမ္ပဏီတို့ (၈.၂.၂၀၁၃) ရက်နေ့တွင် လက်မှတ်ရေးထိုးခဲ့သော နားလည်မှုစာချွန်လွှာ MoU (မူကြမ်း)တွင် ပါဝင်သော အချက်အလက်များအပေါ် ဆွေးနွေးသဘောတူလက်ခံပြီးဖြစ်/မဖြစ်နှင့် ပြင်ဆင်ဖြည့်စွက်လိုသော အချက်များရှိ/မရှိ သဘောထားမှတ်ချက်ပြန်ကြားပေးပါရန် ရည်ညွှန်း (၁) ပါစာဖြင့်ညှိနှိုင်းခဲ့ပါသည်။

၂။ မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့အနေဖြင့် တိုင်းဒေသကြီးဥပဒေချုပ်ရုံးမှ တစ်ဆင့် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး (နေပြည်တော်)ထံ ဥပဒေကြောင်းအရ သဘောထားမှတ်ချက်ပြန်ကြားရန် အကြံဉာဏ်ရယူခဲ့ရာ ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၏ (၉.၄.၂၀၁၄) ရက်စွဲပါစာအမှတ် ၊ ၂(၅)၉-၉/ နပတ (၃၃၁) ဖြင့်စိစစ်သုံးသပ်ပြီး ဥပဒေကြောင်းအရဆောင်ရွက်သင့်သည်များကို အောက်ပါအတိုင်း အကြံပြု ပေးပို့လာပါသည် -

(က) MoU (မူကြမ်း)တွင် ကျွမ်းကျင်မှုကိစ္စရပ်များပါရှိ၍ လက်မှတ်ရေးထိုးခြင်းမပြုမီ ကျွမ်းကျင်သူများနှင့် ဦးစွာညှိနှိုင်းသင့်ပါကြောင်း ၊

(ခ) ယခု MoU (မူကြမ်း) သည် နေရောင်ခြည်စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ စီမံကိန်းအတွက်ချုပ်ဆိုမည့် သဘောတူစာချုပ်ဖြစ်၍ ပြည်ထောင်စုလွှတ်တော် ဆိုင်ရာဥပဒေကိုပြင်ဆင်သည့် ဥပဒေပုဒ်မ ၂၁တွင် လွှတ်တော်၏အတည်ပြုချက်ဖြင့် ဆောင်ရွက်ခွင့်ရှိသည့် စာချုပ်များနှင့်သဘောတူညီချက်များ ဇယား ၁၊ အမှတ်စဉ်

၁၁ ၌အပိုဒ်-၁၁ အဖြစ်လျှပ်စစ်ဓာတ်အားစီမံကိန်းကြီးများကိစ္စကို ဖြည့်စွက်ထား သည်ကိုသိရှိနိုင်ရန် ဖော်ပြထားခြင်း ၊

(ဂ) ဥပဒေအရ ပုဂ္ဂလိကနှင့် သမဝါယမတို့အား သတ်မှတ်ခွင့်ပြုထားသော လျှပ်စစ် ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းမှအပ အခြားလျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေး လုပ်ငန်းသည် နိုင်ငံတော်စီးပွားရေးလုပ်ငန်းများ အက်ဥပဒေပုဒ်မ-၃အရအစိုးရ ကသာလုပ်ကိုင်ဆောင်ရွက်ခွင့်ရှိသည့် စီးပွားရေးလုပ်ငန်းဖြစ်ရာ ယင်းဥပဒေပုဒ်မ-၄ အရ အစိုးရအဖွဲ့၏ အမိန့်ကြော်ငြာစာဖြင့် ထုတ်ပြန်ထားသော ခွင့်ပြုမိန့်ရယူရန် လိုအပ်ကြောင်း ၊

(ဃ) MoU(မူကြမ်း)ကို လက်မှတ်ရေးထိုးခြင်းမပြုမီသက်ဆိုင်ရာအထက်အဖွဲ့အစည်း များသို့ တင်ပြအတည်ပြုချက်ရယူရန် လိုအပ်ကြောင်း ၊

(င) MoU (မူကြမ်း) ကို ပြည်ထောင်စုရှေ့နေချုပ်ဥပဒေနှင့်အညီ ဥပဒေကြောင်းအရသာ အကြံဉာဏ်ပေးခဲ့ပြီး၊ ဥပဒေရေးရာမဟုတ်သည့် စီမံရေးရာ၊ ဘဏ္ဍာရေးရာ ၊ကျွမ်းကျင်မှု ဆိုင်ရာကိစ္စရပ်များကိုမှတ်ချက်မပေးခဲ့ပါ။ ယင်းကိစ္စရပ်များနှင့်စပ်လျဉ်း၍ သက်ဆိုင်ရာ ကျွမ်းကျင်သူများနှင့်ဆွေးနွေးညှိနှိုင်းဆောင်ရွက်ရန်အကြံပြုခဲ့ပါသည်။

၃။ ACOInvestment Group မှတင်ပြလာသောDraft Land Use Agreement အပေါ်လေ့လာစိစစ် ခဲ့ရာ အောက်ပါအချက်များဖြည့်စွက်ရန်လိုအပ်ကြောင်း အကြံပြုအပ်ပါသည် -

(က) မြေလွတ်၊ မြေလပ်နှင့် မြေရိုင်းများစီမံခန့်ခွဲရေး နည်းဥပဒေပုဒ်မ ၃၈အရမြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများလုပ်ပိုင်ခွင့် အသုံးပြုခွင့်ရယူသည့် အာမခံကြေးပေးသွင်းရပါ မည်။ အစိုးရကခွင့်ပြုထားသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းများတွင် တစ်ဧကကျပ်(၁၀၀၀၀) နှုန်းသတ်မှတ်ထားပါသည်။ စာချုပ်မူကြမ်းတွင် အာမခံကြေး ကို ထည့်သွင်းစဉ်းစားထားခြင်း မတွေ့ရှိရပါ။

(ခ) စာချုပ်မူကြမ်းတွင်မြေငှားရမ်းခအဖြစ်တစ်ဧကအတွက် တစ်နှစ်လျှင် ဒေါ်လာ(၅၀) (ယခုပေါက်ဈေး အရ မြန်မာငွေ (၄၉၀၀၀) ကျပ်ဟုဖော်ပြထားပါသည်။ မြေလွတ် ၊ မြေလပ်နှင့်မြေရိုင်းများစီမံခန့်ခွဲရေးနည်းဥပဒေပုဒ်မ ၄၀ တွင်အစိုးရက ခွင့်ပြုထားသော ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းများ အသုံးပြုမြေဖြစ်ပါက ပြည်ထောင်စု အစိုးရ ၊ သက်ဆိုင်ရာဝန်ကြီးဌာနနှင့် ညှိနှိုင်းသတ်မှတ်သည့် အခွန်နှုန်းဟု ဖော်ပြထားပါသည်။

(ဂ) စာချုပ်မူကြမ်းတွင် မြေငှားရမ်းမည့် အချိန်ကာလကို ပထမနှစ် (၅၀) ၊ ၎င်းနောက် (၁၀) နှစ် (၂) ကြိမ် ဆက်လက်၍ငှားရမ်းခြင်း၊ စုစုပေါင်းနှစ်(၇၀) ငှားရမ်းရန်အဆိုပြု ထားပါသည်။ မြေလွတ်၊ မြေလပ်နှင့်မြေရိုင်းများ စီမံခန့်ခွဲရေးနည်းဥပဒေပုဒ်မ-၃၅ ၌ အစိုးရကခွင့်ပြုထားသည့် ဥပဒေနှင့်ညီညွတ်သည့် အခြားလုပ်ငန်းများတွင်

ပြည်ထောင်စုအစိုးရ ၊ သက်ဆိုင်ရာဝန်ကြီးဌာနနှင့် ညှိနှိုင်းခွင့်ပြုနိုင်သည်ကို ဖော်ပြထားပါသည်။

၄။ မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့အနေဖြင့် မန္တလေးတိုင်းဒေသကြီး ဝမ်းတွင်းနှင့်နဘူးအိုင်တွင် အသစ်တည်ဆောက်မည့်နေရောင်ခြည်စွမ်းအင်သုံးဓါတ်အားပေးစက်ရုံစီမံကိန်းအတွက်မြေနေရာ ၄ားရမ်းခြင်းလုပ်ငန်းကိုသာတာဝန်ယူဆောင်ရွက်ရန်ဖြစ်ပြီး ကျန်လုပ်ငန်းကိစ္စရပ်များအတွက်ပြည်ထောင်စု အစိုးရလျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှဆောင်ရွက်ရန်သင့်လျော်ပါကြောင်းသဘောထားပြန်ကြားအပ်ပါသည်။

ဝန်ကြီးချုပ် (ကိုယ်စား)

(ကျော်မြင့် ၊ လျှပ်စစ်နှင့်စက်မှုလက်မှုဝန်ကြီး)

မိတ္တူကို

လှည့်လည်စာတွဲ ၊

လက်ခံစာတွဲ။

ဇ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

စာအမှတ်၊ ၁ လစ (DEP) (၆၄၁၃) /၂၀၁၄

ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ ဇွန်လ ၂ ရက်

စီးပွားရေးရာကော်မတီသို့ တင်ပြသည့် အမှာစာ

အကြောင်းအရာ။ **အမေရိကန်နိုင်ငံ အခြေစိုက် ACO Investment Group ကုမ္ပဏီနှင့် Convalt Energy LLC တို့၏ ရင်းနှီးမြှုပ်နှံမှုဖြင့် မန္တလေးတိုင်းဒေသကြီးအတွင်း နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတွင် (၃၀၀)မဂ္ဂါဝပ် နေစွမ်းအင်သုံးဓာတ်အား ပေးစက်ရုံ တည်ဆောက်ရေးအတွက် တင်ပြခြင်း**

၁။ **ဆွေးနွေးလိုသည့် အဓိကအချက်များ**

(က) အမေရိကန်နိုင်ငံ အခြေစိုက် ACO Investment Group ကုမ္ပဏီ နှင့် Convalt Energy LLC ကုမ္ပဏီတို့သည် မန္တလေးတိုင်းဒေသကြီးအစိုးရနှင့် ၈-၂-၂၀၁၃ ရက်နေ့တွင် MOU ကို လက်မှတ်ရေးထိုး၍ မန္တလေးတိုင်းဒေသကြီးအတွင်း ၁၀၀၀ မဂ္ဂါဝပ် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်ရေး ဖြစ်မြောက်နိုင်စွမ်း လေ့လာပြီးနောက် Solar Power Plant များတည်ဆောက်၍ ဓာတ်အားထုတ်လုပ်ပြီး လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနသို့ ဓာတ်အားရောင်းချရန် လာရောက်ဆွေးနွေးခဲ့ပါသည်။

(ခ) နေရောင်ခြည် ရရှိနိုင်မှုနှင့် မြေနေရာ ရရှိနိုင်မှုရှိသော်လည်း မြန်မာနိုင်ငံဓာတ်အားစနစ်၏ လက်ရှိ ဓာတ်အားထုတ်လုပ်မှုပမာဏနှင့် လက်ရှိ ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်းများ နိုင်နင်းမှုအရ မန္တလေးတိုင်းဒေသကြီးအတွင်းရှိ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသ နေရာ(၂)ခုတွင် ၁၅၀ မဂ္ဂါဝပ်စီ ရှိသော နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံများ စုစုပေါင်း (၃၀၀)မဂ္ဂါဝပ်ကိုသာ တည်ဆောက်ရန်အတွက် ဖြစ်မြောက်နိုင်မှုရှိကြောင်း အသေးစိတ်အခြေအနေများကို လေ့လာဆွေးနွေးပြီး အောက်ပါအတိုင်း အဆင့် (၂)ဆင့်ခွဲ ဆောင်ရွက်ရန် တင်ပြခဲ့ပါသည်-

	နဘူးအိုင်	ဝမ်းတွင်း
(၁) ပထမအဆင့်	၁၀၀ မဂ္ဂါဝပ်	၁၀၀ မဂ္ဂါဝပ်
(၂) ဒုတိယအဆင့်	၅၀ မဂ္ဂါဝပ်	၅၀ မဂ္ဂါဝပ်

(ဂ) အထက်ပါ Solar Power Plant (၂) နေရာမှ ဓာတ်အားကို ဓာတ်အားစနစ်နှင့် ဆက်သွယ်ရန်အတွက် အောက်ပါဓာတ်အားလိုင်း (၂)လိုင်း တည်ဆောက်ရန် လိုအပ်ပါသည်-

(၁) နဘူးအိုင် - မြင်းခြံ သံမဏိစက်ရုံ ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း (၂၉) မိုင်။

(၂) ဝမ်းတွင်း - သပြေဝ ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း (၃) မိုင်။

(၃) လက်ရှိ ၂၃၀ ကေဗွီ ဓာတ်အားခွဲရုံများတွင် ဓာတ်အားလက်ခံရန် အဆင့်မြှင့်တင်ခြင်းလုပ်ငန်းများ။

(ဃ) အထက်ပါ ဓာတ်အားလိုင်း(၂)လိုင်း တည်ဆောက်ရန် လိုအပ်သော ကုန်ကျစရိတ် အပါအဝင် ၃၀၀ မဂ္ဂါဝပ် Solar Power Plant ဓာတ်အားပေးစက်ရုံအတွက် ရင်းနှီးမြှုပ်နှံမှု ကုန်ကျစရိတ်အားလုံးကို ACO ကုမ္ပဏီမှ ကျခံမည်ဖြစ်ပြီး စီမံကိန်း၏ ဖြစ်မြောက်နိုင်မှု အခြေအနေမှာ အောက်ပါအတိုင်း ဖြစ်ပါသည်-

(၁)	စီမံကိန်းကုန်ကျစရိတ်	အမေရိကန်ဒေါ်လာ (၄၈၀)သန်း
(၂)	ဓာတ်အားခဈေးနှုန်း	(၁၃) ဆင့်
(၃)	လုပ်ကိုင်ခွင့်ကာလ	(၃၀) နှစ်
(၄)	အရင်းအနှီးအပေါ် အကျိုးအမြတ် ပြန်ပေါ်နှုန်း IRR	(၈.၁၃) %
(၅)	စီမံကိန်းအတွက် မြေနေရာ	နဘူးအိုင်(၇၅၀) ဧက ဝမ်းတွင်း (၁၀၀၀) ဧက
(၆)	မြေနေရာအတွက် မြေငှားစာချုပ်	မန္တလေးတိုင်းဒေသကြီးအစိုးရနှင့် ချုပ်ဆိုပါမည်။

(င) မန္တလေးတိုင်းဒေသကြီး အစိုးရအဖွဲ့အနေဖြင့် မန္တလေးတိုင်းဒေသကြီး ဝမ်းတွင်းနှင့် နဘူးအိုင်တွင် အသစ်တည်ဆောက်မည့် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ စီမံကိန်းအတွက် မြေနေရာငှားရမ်းခြင်းလုပ်ငန်းကိုသာ တာဝန်ယူဆောင်ရွက်ရန် ဖြစ်ပြီး၊ ကျန်လုပ်ငန်းကိစ္စရပ်များအတွက် ပြည်ထောင်စုအစိုးရ လျှပ်စစ်စွမ်းအား ဝန်ကြီးဌာနမှ ဆောင်ရွက်ရန် သင့်လျော်ပါကြောင်း နောက်ဆက်တွဲ(က) ဖြင့် သဘောထား ပြန်ကြားလာပါသည်။

(စ) အဆိုပါနေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် မြေနေရာငှားရမ်းရန် စီမံကိန်းမြေနေရာများ၏ မြေပုံကိုလည်း မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့က **နောက်ဆက်တွဲ(ခ) ဖြင့် ပေးပို့ထားပြီး ဖြစ်ပါသည်။**

၂။ **ဆွေးနွေးသည့် အကြောင်းအရာပေါ် ဌာန၏ သုံးသပ်တင်ပြချက်**

(က) **ဝန်ကြီးဌာန၏ မူဝါဒ ဥပဒေ နည်းဥပဒေ လုပ်ထုံးလုပ်နည်း ရှုထောင့်အမြင် သုံးသပ်ချက်။** လျှပ်စစ်ဓာတ်အားလုံလောက်ပြည့်ဝစွာ ဖြန့်ဖြူးပေးနိုင်ရေး အတွက် ရရှိနိုင်သမျှ စွမ်းအင်အရင်းအမြစ်များ အသုံးပြု၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်နိုင်ရေးဆောင်ရွက်ရန်ဟူသော ဝန်ကြီးဌာန၏မူဝါဒနှင့်အညီ ပြန်လည် ပြည့်ဖြိုးမြဲ စွမ်းအင်ဖြစ်သော နေရောင်ခြည်စွမ်းအင်ကို အသုံးပြု၍ လျှပ်စစ် ဓာတ်အား ထုတ်လုပ်ရေး ဆောင်ရွက်ခြင်းဖြစ်ပါသည်။

(ခ) **နိုင်ငံတကာ ဥပဒေ စည်းမျဉ်းလုပ်ထုံးလုပ်နည်း ရှုထောင့်အမြင်။** တင်ပြရန် မရှိပါ။

(ဂ) **ပြည်သူလူထုအမြင် (သတင်း)။** သီးခြားဖော်ပြရန်မရှိပါ။

၃။ **အခြားဆက်စပ်ဌာနအဖွဲ့အစည်းများ နှင့် ဒေသများရှုထောင့်မှ ပေါင်းစပ်ညှိနှိုင်းရန် လိုအပ်ချက်များ (ရှိလျှင်)။** MOA စာချုပ်မူကြမ်းအပေါ် အမျိုးသားစီမံကိန်းနှင့် စီးပွားရေးဖွံ့ဖြိုး တိုးတက်မှုဝန်ကြီးဌာန၊ ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်နှင့် ပြည်ထောင်စု ရှေ့နေချုပ်ရုံးများသို့ သဘောထားမှတ်ချက်များ တောင်းခံပြီး ယင်းမှတ်ချက်များနှင့်အညီ ပြင်ဆင် ဆောင်ရွက်ပါမည်။

၄။ **ဆုံးဖြတ်ရန်အချက်**

(က) အမေရိကန်နိုင်ငံ အခြေစိုက် ACO Investment Group ကုမ္ပဏီနှင့် Convalt Energy LLC တို့၏ ရင်းနှီးမြှုပ်နှံမှုဖြင့် မန္တလေးတိုင်းအတွင်း နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတွင် (၃၀၀)မဂ္ဂါဝပ် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံအား ဓာတ်အားခ (၁၃)ဆင့်၊ လုပ်ကိုင်ခွင့်ကာလ နှစ်(၃၀)ဖြင့် MOA လက်မှတ်ရေးထိုး ဆောင်ရွက်ခွင့်ပြုပါရန် သဘောတူ- မတူ။

(ခ) နိုင်ငံတော်သမ္မတ၊ ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးသို့ ဆက်လက် ထောက်ခံ တင်ပြရန် လို-မလို။

(ဂ) ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၊ စီးပွားရေးရာကော်မတီ၏ အဆုံးအဖြတ် လမ်းညွှန်မှုကို နာခံပါမည်။

ခင်မောင်စိုး
ပြည်ထောင်စုဝန်ကြီး

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၊ စီးပွားရေးရာကော်မတီ

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ သဘောထားမှတ်ချက်

၁။ တင်ပြစာနှင့် စပ်လျဉ်း၍ -

(က) ဝန်ကြီးဌာနမှထုတ်ပြန်ထားသော ဥပဒေ နည်းဥပဒေ၊ အမိန့်၊ ညွှန်ကြားချက်များနှင့် ကိုက်ညီမှု ရှိ မရှိ။ - ဝန်ကြီးရုံး၏ တည်ဆဲ ညွှန်ကြားချက်များအတိုင်း၊ လိုက်နာ ဆောင်ရွက်ခြင်း ဖြစ်ပါသည်။

(ခ) တိုင်းဒေသကြီး သို့မဟုတ် ပြည်နယ် အစိုးရအဖွဲ့ သဘောထား လို/မလို။ - သဘောထားတောင်းခံရန်လိုအပ်ပါသည်။

(ဂ) သဘာဝပတ်ဝန်းကျင် ထိခိုက်မှု ရှိ/မရှိ ထင်မြင်ချက်။ - လေ့လာမှုအစီရင်ခံစာပြုစုရပါမည်။

(ဃ) လူမှုစီးပွားပတ်ဝန်းကျင် ထိခိုက်မှု ရှိ/မရှိ ထင်မြင်ချက်။ - ထိခိုက်မှု မရှိပါ။

(င) ကျန်းမာရေး ရှုထောင့်မှ ထိခိုက်မှု ရှိ/မရှိ ထင်မြင်ချက်။ - ထိခိုက်မှု မရှိပါ ။

(စ) အခြား သီးခြားလွတ်လပ်သော အဖွဲ့အစည်းများနှင့် ပေါင်းစပ်ညှိနှိုင်းရန် လို မလို ထင်မြင်ချက်။ - သီးခြားအဖွဲ့အစည်းများနှင့် ပေါင်းစပ်ညှိနှိုင်းရန် မလိုပါ။

၂။ အထွေထွေ မှတ်ချက်။ သီးခြား တင်ပြရန် မရှိပါ။

ခင်မောင်စိုး
ပြည်ထောင်စုဝန်ကြီး

ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ ဇွန်လ ၂ ရက်။
နေရာ ၊ ရုံးအမှတ် (၂၇)၊ နေပြည်တော်။

နောက်ဆက်တွဲ (ဂ)

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

စာအမှတ်၊ ၁ လစ (DEP) ([illegible])/၂၀၁၄
ရက်စွဲ ၊ ၂၀၁၄ ခုနှစ်၊ ဇူလိုင်လ [illegible] ရက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ပြည်ထောင်စုအစိုးရအဖွဲ့သို့ တင်ပြသည့် အမှာစာ

အကြောင်းအရာ။ **အမေရိကန်နိုင်ငံအခြေစိုက် ACO Investment Group ကုမ္ပဏီနှင့် Convalt Energy LLC တို့၏ ရင်းနှီးမြှုပ်နှံမှုဖြင့် မန္တလေးတိုင်းဒေသကြီး အတွင်း နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတွင် (၃၀၀) မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ရေးအတွက် တင်ပြခြင်း**

၁။ အမေရိကန်နိုင်ငံ အခြေစိုက် ACO Investment Group ကုမ္ပဏီ နှင့် Convalt Energy LLC ကုမ္ပဏီတို့သည် မန္တလေးတိုင်းဒေသကြီးအတွင်း ၁၀၀၀ မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေး စက်ရုံ တည်ဆောက်ရေး ဖြစ်မြောက်နိုင်စွမ်း လေ့လာပြီးနောက် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ (Solar Power Plant) များ တည်ဆောက်၍ ဓာတ်အားထုတ်လုပ်ရန် မန္တလေးတိုင်းဒေသကြီးအစိုးရ နှင့် (၈-၂-၂၀၁၃)ရက်နေ့တွင် MOU ကို လက်မှတ်ရေးထိုးခဲ့ပြီး ထွက်ရှိလာမည့် ဓာတ်အားများကို နိုင်ငံတော်ဓာတ်အားစနစ်သို့ ရောင်းချရန် လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနသို့ လာရောက်ဆွေးနွေးခဲ့ပါ သည်။

၂။ နေရောင်ခြည် ရရှိနိုင်မှုနှင့် မြေနေရာ ရရှိနိုင်မှုရှိသော်လည်း မြန်မာနိုင်ငံဓာတ်အားစနစ် ၏ လက်ရှိ ဓာတ်အားထုတ်လုပ်မှုပမာဏနှင့် လက်ရှိ ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်းများ နိုင်နင်းမှုအရ မန္တလေးတိုင်းဒေသကြီးအတွင်းရှိ နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသ နေရာ(၂)ခုတွင် ၁၅၀ မဂ္ဂါဝပ်စီ ရှိသော နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံများ စုစုပေါင်း (၃၀၀)မဂ္ဂါဝပ်ကိုသာ တည်ဆောက်ရန် အတွက် ဖြစ်မြောက်နိုင်မှုရှိကြောင်း အသေးစိတ်အခြေအနေများကို လေ့လာဆွေးနွေးပြီး အောက်ပါ အတိုင်း အဆင့်(၂)ဆင့်ခွဲ ဆောင်ရွက်ရန် တင်ပြခဲ့ပါသည်-

	နဘူးအိုင်	ဝမ်းတွင်း
(က) ပထမအဆင့်	၁၀၀ မဂ္ဂါဝပ်	၁၀၀ မဂ္ဂါဝပ်
(ခ) ဒုတိယအဆင့်	၅၀ မဂ္ဂါဝပ်	၅၀ မဂ္ဂါဝပ်

၃။ အထက်ပါ Solar Power Plant (၂)နေရာမှ ဓာတ်အားကို ဓာတ်အားစနစ်နှင့် ဆက်သွယ် ရန်အတွက် အောက်ပါဓာတ်အားလိုင်း (၂)လိုင်း တည်ဆောက်ရန် လိုအပ်ပါသည်-

(က) နဘူးအိုင် - မြင်းခြံ သံမဏိစက်ရုံ ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း (၂၉) မိုင်။

(ခ) ဝမ်းတွင်း - သပြေဝ ၂၃၀ ကေဗွီ ဓာတ်အားလိုင်း (၃) မိုင်။

(ဂ) လက်ရှိ ၂၃၀ ကေဗွီ ဓာတ်အားခွဲရုံများတွင် ဓာတ်အားလက်ခံရန် အဆင့်မြှင့်တင်ခြင်း လုပ်ငန်းများ။

၄။ အထက်ပါ ဓာတ်အားလိုင်း(၂)လိုင်း တည်ဆောက်ရန် လိုအပ်သော ကုန်ကျစရိတ်အပါအဝင် (၃၀၀)မဂ္ဂါဝပ် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံအတွက် ရင်းနှီးမြှုပ်နှံမှု ကုန်ကျစရိတ်အားလုံးကို ACO ကုမ္ပဏီမှ ကျခံမည်ဖြစ်ပြီး စီမံကိန်း၏ ဖြစ်မြောက်နိုင်မှု အခြေအနေမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

(က) စီမံကိန်းကုန်ကျစရိတ်	အမေရိကန်ဒေါ်လာ (၄၈၀)သန်း
(ခ) ဓာတ်အားခဈေးနှုန်း	(၁၃) ဆင့်
(ဂ) လုပ်ကိုင်ခွင့်ကာလ	(၃၀) နှစ်
(ဃ) အရင်းအနှီးအပေါ်အကျိုးအမြတ်ပြန်ပေါ်နှုန်း IRR	(၈.၁၃) %
(င) စီမံကိန်းအတွက် မြေနေရာ	နဘူးအိုင်(၇၅၀) ဧက ဝမ်းတွင်း (၁၀၀၀) ဧက
(စ) မြေနေရာအတွက် မြေငှားစာချုပ်	မန္တလေးတိုင်းဒေသကြီးအစိုးရနှင့် ချုပ်ဆိုပါမည်။

၅။ မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့အနေဖြင့် မန္တလေးတိုင်းဒေသကြီး ဝမ်းတွင်းနှင့် နဘူးအိုင်တွင် အသစ်တည်ဆောက်မည့် နေစွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် မြေနေရာငှားရမ်းခြင်းလုပ်ငန်းကိုသာ တာဝန်ယူဆောင်ရွက်ရန်ဖြစ်ပြီး၊ ကျန်လုပ်ငန်းကိစ္စရပ်များအတွက် ပြည်ထောင်စုအစိုးရ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ ဆောင်ရွက်ရန် သင့်လျော်ပါကြောင်း **နောက်ဆက်တွဲ(က)** ဖြင့် သဘောထားပြန်ကြားလာပါသည်။

၆။ အဆိုပါနေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွက် မြေနေရာငှားရမ်းရန် စီမံကိန်းမြေနေရာများ၏ မြေပုံကိုလည်း မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့က **နောက်ဆက်တွဲ(ခ)** ဖြင့် ပေးပို့ထားပြီးဖြစ်ပါသည်။ မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့နှင့် ACO ကုမ္ပဏီတို့အကြား မြေငှားစာချုပ်ချုပ်ဆိုရန် စီစဉ်ဆောင်ရွက်လျက်ရှိပါသည်။

၇။ အမေရိကန်နိုင်ငံ အခြေစိုက် ACO Investment Group ကုမ္ပဏီနှင့် Convalt Energy LLC တို့၏ ရင်းနှီးမြှုပ်နှံမှုဖြင့် မန္တလေးတိုင်းအတွင်း နဘူးအိုင်နှင့် ဝမ်းတွင်းဒေသတွင် (၃၀၀)မဂ္ဂါဝပ်

နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံစီမံကိန်းအား MOA လက်မှတ်ရေးထိုးရန်အတွက် ပြည်ထောင်စုအစိုးရအဖွဲ့ စီးပွားရေးရာကော်မတီ၏ (၁၈/၂၀၁၄) ကြိမ်မြောက်အစည်းအဝေးသို့ **နောက်ဆက်တွဲ(ဂ)** ဖြင့် တင်ပြခဲ့ရာတွင် သဘောတူဆုံးဖြတ်ခဲ့သည့် မှတ်တမ်းကောက်နုတ်ချက်အား **နောက်ဆက်တွဲ(ဃ)** ဖြင့်လည်းကောင်း၊ နိုင်ငံတော်သမ္မတရုံးမှ လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက် ဆောင်ရွက်သွားရန် အကြောင်းကြားစာ အား **နောက်ဆက်တွဲ(င)** ဖြင့်လည်းကောင်း တင်ပြအပ်ပါသည်။

၈။ လျှပ်စစ်စွမ်းအားဦးစီးဌာန၊ အမေရိကန်နိုင်ငံအခြေစိုက် ACO Investment Group ကုမ္ပဏီနှင့် Convalt Energy LLC တို့အကြား ညှိနှိုင်းထားသော MOA စာချုပ်(မူကြမ်း)အား အမျိုးသားစီမံကိန်းနှင့်စီးပွားရေးဖွံ့ဖြိုးတိုးတက်မှုဝန်ကြီးဌာန၊ ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ် နှင့် ပြည်ထောင်စုရှေ့နေချုပ်ရုံးတို့၏ သဘောထားမှတ်ချက် **နောက်ဆက်တွဲ(စ၊ ဆ၊ ဇ၊ ဈ)** များနှင့်အညီ စာချုပ်ဝင်များမှ ပြန်လည်ညှိနှိုင်း ပြင်ဆင်ရေးဆွဲခဲ့ပြီးဖြစ်ပါ၍ **နောက်ဆက်တွဲ(ည)** အား လက်မှတ်ရေးထိုးချုပ်ဆိုခွင့်ပြုပါရန် တင်ပြအပ်ပါသည်။

၉။ **ဆုံးဖြတ်ရန်အချက်။** အမေရိကန်နိုင်ငံ အခြေစိုက် ACO Investment Group ကုမ္ပဏီနှင့် Convalt Energy LLC တို့၏ ရင်းနှီးမြှုပ်နှံမှုဖြင့် မန္တလေးတိုင်းအတွင်း နဘူးအိုင်နှင့်ဝမ်းတွင်းဒေသတွင် (၃၀၀)မဂ္ဂါဝပ် နေစွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံအား ဓာတ်အားခ (၁၃)ဆင့်၊ လုပ်ကိုင်ခွင့်ကာလ နှစ်(၃၀)ဖြင့် MOA လက်မှတ်ရေးထိုး ဆောင်ရွက်ခွင့်ပြုပါရန် သဘောတူ- မတူ။

၁၀။ **လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ထောက်ခံချက်။** ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ပြည်ထောင်စုအစိုးရအဖွဲ့၏ အဆုံးအဖြတ်ကို နာခံပါမည်။

ခင်မောင်စိုး
ပြည်ထောင်စုဝန်ကြီး

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၊ ပြည်ထောင်စုအစိုးရအဖွဲ့

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF ELECTRIC POWER
DEPARTMENT OF ELECTRIC POWER

AND

CONVALT ENERGY LLC & ACO INVESTMENT GROUP LLC
UNITED STATES OF AMERICA

FOR

BUILD, OPERATE AND TRANSFER OF SOLAR POWER PLANTS
(MANDALAY REGION)

28th AUGUST, 2014

MEMORANDUM OF AGREEMENT

Between

Department of Electric Power

And

Convalt Energy LLC,

ACO Investment Group LLC

For the Build, Operate and Transfer of

Solar Power Plants (Mandalay Region), Myanmar

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "**MOA**") is entered into on this 28th day of August 2014 by and between:

DEPARTMENT OF ELECTRIC POWER (hereinafter referred to as "**DEP**") which shall include its successors and permitted assigns; under the Ministry of Electric Power (hereinafter referred to as "**MOEP**") of the Government of the Republic of the Union of Myanmar (hereinafter referred to as "**GOM**"), **Convalt Energy LLC** (hereinafter referred to as "**CONVALT**"), which shall include its legal representatives, successors, and permitted assigns and **ACO INVESTMENT GROUP LLC** (hereinafter referred to as "**ACO**"), which shall include its legal representatives, successors and permitted assigns.

Upon signature of this MOA by representatives of DEP, CONVALT and ACO, this MOA shall come into force with immediate effect.

DEP which has been duly constituted under the laws of Republic of the Union of Myanmar and with its office address at Office Building No. 27, Nay Pyi Taw, Myanmar, as the first party; and

CONVALT, a company organized and existing under the laws of the State of Delaware, United States (hereinafter referred to as "**United States**"), with its head office at 475 Park Avenue South, 32nd Floor, New York, NY 10016, United States, as the first developer;

ACO, a company organized and existing under the laws of Delaware, United States (hereinafter to as "**United States**"), with its head office at 475 Park Avenue South, 32nd Floor, New York, NY 10016, United States, as the second developer;

CONVALT and ACO shall be referred to individually as a "**Project Developer**" and collectively as the "**Project Developers**" or "**Second Party**".

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DEP (First Party) and Project Developers (Second Party) shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

A ACO, CONVALT and Mandalay Regional Government entered into a Memorandum of Understanding dated February 8, 2013 (the "**MOU**") in connection with development of 1000MW of solar power projects (hereinafter referred to as "**Power Plant**") to be constructed and operated in the region of Mandalay, Myanmar, in order for the MOEP of Myanmar to increase the power generation in the Myanmar and to supply electric power to residents of Myanmar (hereinafter referred to as "**MYANMAR**");

B After signing the MOU, ACO and CONVALT have conducted feasibility studies and environmental and social impact assessments of the Power Plant (collectively, hereinafter referred to as the "**FSR**") and ACO intends to participate in the Project together with CONVALT for the development of the Power Plant on a Build, Operate and Transfer (BOT) basis.

C The Parties hereby enter into this MOA for the purpose of memorializing the general principles that have been agreed upon by the Parties and to set forth the major terms and conditions regarding the implementation of the Project. This MOA shall serve as the basis for the establishment of the Project Companies (defined below) in the future, and of negotiations on other agreements related to the Project among the Parties. Project Companies shall be set up immediately after getting approval of Myanmar Investment Commission.

NOW, THEREFORE each of the parties hereby agrees as set forth below.

ARTICLE I. DEFINITION

1.1 "**Project** " shall mean minimum of 300MW of Solar Power Plants whose locations in Mandalay Region, Myanmar are identified in Section 3.2 (d), which falls in the development planning conducted by Project Developers based on the MOU and the survey, design and construction according to below mentioned specifications, operation, management and maintenance of Power Plant, as well as its ancillary facilities.

1.2 "**Concession Rights**" shall mean the rights granted to the Project Companies for the development and utilization of the Project on a Build-Own-Transfer (BOT) basis to the Project Companies pursuant to this MOA, agreed hereupon. The Concession Rights shall include, but not be limited to, the following rights to:

(a) Hold and dispose of the profits of the Project Companies;

(b) Register, operate and maintain the Project Companies;

(c) Plan, develop, survey, design, invest, construct, supervise, operate, maintain, and manage the Project;

(d) Obtain, maintain and renew the licenses, consents, approvals and authorization necessary for the performance and operation of the Project;

(e) Use of the Site and make determination on all issues relating to the Site for the purpose of implementing the Project including in relation to the ancillary facilities in accordance with the agreed upon conditions of use as provided in this MOA;

(f) Sell all electricity generated under the Project to MOEP as stated in this MOA;

(g) Use and exercise its rights in connection with its water concession rights;

(h) Entrust rights and duties relating to the construction of the transmission line connected to the National Grid;

(i) Use of the roadways and highways as needed to gain ingress to and egress from the Power Plant and ancillary facilities; according to the rules and regulation allowed by the Authorities Concern.

(j) Transport into and from the Site equipment and machinery as necessary; according to the rules and regulation allowed by the Authorities Concern.

(k) Announce and distribute dividends of the Project Companies.

(l) Auxiliary facilities in relation to the Project, including necessary communication facilities, construction camp facilities such as project access road, concrete batching plant, metal structure workshop, fabrication shop, warehouses, camp water supply, Petroleum, Oil and Lubricant (POL) yard, and medical facilities made in accordance with the existing laws.

1.3 "**Project Companies**" shall mean the independent legal entities to be registered in Myanmar in accordance with The Myanmar Companies Act for the purpose of the Project and the Project Companies shall follow the changes in Myanmar Foreign Investment Law from time to time. The Project Companies, after their establishment, shall be entitled to all Concession Rights granted under this MOA.

1.4 **"Construction Period"** shall be a period not exceeding thirty six (36) months commencing from the date of signing of this MOA excepting Force Majeure as stipulated in Article (8) of this MOA.

1.5 **"Operation period"** shall be for a period of thirty (30) years, commencing from the date of commercial operation of the Power Plant.

1.6 **"Concession period"** shall mean the period starting from the date of signing of this MOA and until the termination of the Operation Period.

1.7 **"Project Term"** shall mean the time period starting from the signing date of MOA till the termination of Concession Period of the Project.

1.8 **"Sites"** shall mean the area prescribed for use of the Project as agreed by all parties.

ARTICLE II. GENERAL AGREEMENT

2.1 The Project Developers agree to implement the Project by participating in the survey, design, construction, operation, management and maintenance of the Power Plant and its ancillary facilities by establishing project companies (the "**Project Companies**") as independent legal entities to be registered in Myanmar in accordance with the relevant laws of the Republic of the Union of Myanmar for the purposes of implementing the Project.

2.2 The MOEP shall grant concession rights (the "**Concession Rights**") to implement the Project on a Build-Own-Transfer (BOT) basis to the Project Companies pursuant to this MOA, which rights shall come into effect as of the date hereof and remain in valid effect until the end of the "**Concession Period**".

2.3 The time period for constructing the Power Plant (the "**Construction Period**") shall not exceed thirty six (36) months commencing from the date of this MOA except as extended by the mutual agreement of the Parties, and except further, in the case of the occurrence of Force Majeure as stipulated herein. The first unit of the Power Plant will be tried to be in commercial operation on the date of May 1, 2015 provided that all the necessary negotiations to relevant contracts including but not limited to Power Purchase Agreement shall be concluded by and between the Project Developers and MOEP by September 30th, 2014.

2.4 The Project Companies will conduct commissioning and performance testing of the completed Power Plant during a period of Six (6) months (the "**Testing Period**") after the Construction Period. The Parties will engage in the operation of the Power Plant

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for a period of thirty (30) years (the "**Concession Period**") beginning from the start in commercial operation of the Power Plant.

2.5 The specifications of the Power Plant shall be as follows:

Capacity:	150MW Solar farm in Nabuaing Township, Myingyan District and 150MW in Wun Dwin Township, Meiktila District in Mandalay Region
Fuel:	Solar Irradiation
Site:	Multiple Locations in Mandalay Region, Myanmar (the "**Site**")

The ancillary facilities include:

(a) The construction of 230 kV transmission lines of approximately 29 miles in length from Nabuaing to Myingyan and 3 miles from Wun Dwin to Thapyewa across Mandalay Region, and its ancillary facilities as indicated in Section 3.2 (c) and 3.2 (d); and

(b) The modification of 230kV Substations, and its ancillary facilities in Belin and Thapyewa as indicated in Section 3.2 (c) and 3.2 (d)

2.6 The Project Developers shall commence the negotiation of the Power Purchase Agreement (defined below) with the MOEP upon the execution of this MOA. The Parties shall use their best efforts to enter into the foregoing agreements by no later than September 30th 2014 if possible.

2.7 A power purchase agreement (the "**Power Purchase Agreement**") with Myanma Electric Power Enterprise (hereinafter referred to as "**MEPE**") under MOEP in its capacity as the purchaser (the "**Power Purchaser**"), pursuant to which the Project Companies will sell its electric generating capacity and electric power generated by the Project Companies to the Power Purchaser.

2.8 The price of the power (the "Tariff") shall be at the rate that is calculated using the financial modeling section of the FSR. It shall be also subject to adjustment depending on external factors affecting returns on investment including but not limited to the rate of inflation and changes in the commercial tax rate in effect after the exemption period, increase/decrease in operating costs, foreign exchange rate fluctuations, and increase/decrease in costs and expenses resulting from changes in relevant laws. The Tariff calculated based on the FSR is 13 US Cents / kWh

2.9 The Power Purchase Agreement shall be based on a "take or pay" basis and the minimum availability shall be specified in the "Power Purchase Agreement".

2.10 The concession period for the Power Purchase Agreement shall be thirty (30) years provided that major terms of the Power Purchase Agreement may be annually modified by the mutual agreement of the Parties to the Power Purchase Agreement.

2.11 Mandalay Region Government shall provide the **"Site"** to the **"Project Companies"** for the Power Plant. The Project Companies shall enter the Land Lease Agreement (the **"Land Lease Agreement"**) with Mandalay Regional Government.

2.12 Both parties agree to use USD in Monetary Transaction for the project.

ARTICLE III. GENERAL OBLIGATIONS OF THE PARTIES

3.1 Responsibilities of the DEP of MOEP

In order to facilitate the investments to be made by the Project Developers in relation to the Project as contemplated under this MOA, the MOEP shall provide all support necessary for the implementation of the Project to the Project Developers, including but not limited to the following.

(a) Upon the execution of this MOA, establish the Project Companies as the concessionaires of the Project on a Build-Own-Transfer (BOT) basis during the Concession Period.

(b) Assist to procure that all necessary measures are put in place to ensure that the Project Developers will be able to recover and repatriate their investment costs plus a reasonable profit on their investment from the revenue generated from the Project.

(c) Ensure that the Project Companies have proper access to the use of relevant infrastructure including but not limited to access to sufficient water, utility, airport, sea port, rivers, etc.

(d) Provide all necessary information and data requested by the Project Developers in connection with their investment in Myanmar and/or their implementation of the Project in a timely manner

(e) Provide all other assistance to the Project Developers as may become necessary and appropriate in connection with the implementation of the Project including, without limitation granting of or obtaining necessary

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governmental approvals or licenses necessary to engage in the development, construction, operation, maintenance and management of the Project.

3.2 Responsibility of Project Developers

(a) The Project Developers shall plan, survey, and design the project, obtain, maintain all necessary permits and licenses from the Myanmar Government as necessary for implementation of the project. Arrange the necessary equity investment and debt financing, manage for the construction, operation, management and maintenance of the Power Plant and the Project.

(b) Project Developers will submit the Detailed Project Report (hereinafter referred to as "DPR") including Environmental and Social impact Assessment Report of the Project to DEP within two (2) months after singing the MOA. Recommendation and approval of DEP on DPR shall be responded within two (2) months after receiving of DPR. Preconstruction preparation works of the Project shall be started within one (1) month upon singing MOA.

(c) The Project Developers shall construct a new 230 kV Substation in each solar farm location and connect from the new Power Plant to the existing 230 kV Substations and modify the existing 230 kV Substations in Thapyewa and Belin. The transmission lines will be built according to the requirements of MEPE including installing only new equipment.

(d) Start implementation of the Project after signing the PPA and financial closing, in Wun Dwin Township, Meikthila District, Mandalay Region also referred to as Location #1, with an installed capacity of 150MW in two stages immediately described below, and in Nabuaing Township, Myingyan District, Mandalay Region also referred to as Location #2, with an installed capacity of 150MW in two stages immediately described below:

Stage 1: 100MW each in Location 1 and Location 2
Stage 2: 50MW each in Location 1 and Location 2

(e) Develop the necessary designs and plans for construction, managing the contractors and their progress while monitoring project implementation, and developing the strategic plans and decisions for the implementation and execution thereof for the Project, ensuring the successful execution of the planning and construction of the Project

(f) Establish a power generation company in Myanmar to Build, Operate and Transfer the Project and, subject to the PPA, supply solar power to MEPE.

(g) The Project Companies shall transfer their rights under the Project to the MOEP after the expiry of the Concession Period.

(h) Upon establishing the Project Companies, the Project Developers will concede its concession right obtained as set forth in this MOA to the Project Companies.

ARTICLE IV. TAXES AND DUTIES

4.1 The Project Companies shall be subject to taxation and levied on and payable by the Project Companies or any authorized person who is liable to pay any taxes under the existing relevant laws; rule and regulation at that time:

4.2 In accordance with the economical analysis of conducted in relation to the Project, exemption, relief and easements shall be subject to approval of the Government of the Republic of the Union of Myanmar.

ARTICLE V. CONFIDENTIALITY

5.1 Each Party will keep confidential, and will cause its directors, officers, employees, agents and representatives to keep confidential, all information relating to this MOA and all information obtained in connection with this MOA relating to the business of the other Parties.

ARTICLE VI. GOVERNING LAW

6.1 This MOA and all disputes arising out of or in connection with this MOA shall be governed by and interpreted under and construed and enforceable in accordance with the laws of the Republic of the Union of Myanmar.

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ARTICLE VII. DISPUTE SETTLEMENT

7.1 The Parties shall use their best efforts to resolve or settle all disputes which may arise out of or in connection with this MOA through good faith discussions and negotiations between the Parties which shall be conducted in the English language. In case the issue remains to be settled, it shall be settled by arbitration. The arbitration proceedings shall be in accordance with the provisions of the **UNCITRAL Rules**. The venue of arbitration shall be in a country where the Parties to this MOA mutually agree.

ARTICLE VIII. FORCE MAJEURE

8.1 If either party is temporarily rendered unable, wholly or in part by force majeure to perform its duties or accept performance by the other party under this MOA, it is agreed that the affected party gives notice to the other party within fourteen (14) days after the occurrence of the cause relied upon giving full particulars in witting of such force Majeure. The duties of each party as are affected by such force majeure shall with the approval of other party be suspended during the continuance of the inability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch. Neither party shall be responsible for delay damage or loss caused by force majeure.

8.2 The term " **Force Majeure"** as employed herein shall mean Act of God, Restrain of a Government, wars, riots, revolutions, strikes, lockouts, industrial disturbances, explosions, earthquakes, floods, fires, labor disturbances, Lightning Storms and any other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

ARTICLE IX. TERM AND TERMINATION

9.1 This MOA shall be commenced and effective on the date of signing and shall remain in force until the earlier date of the occurrence of the following events:

- Execution of the Build, Operate and Transfer and execution of the Power Purchase Agreement.

9.2 This MOA may be terminated giving notice in writing upon the occurrence of one of the following events:

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- By any Party, if any other Party shall commit a material breach of any of its obligations under this MOA that shall not be remedied within [ninety (90)] days from the giving of written notice requiring said breach to be remedied;

- By any Party, if an event of insolvency occurs with respect to a Party;

- By any Party in the event of the occurrence of Force Majeure; or

- By the mutual consent of the Parties, with the serving of 6 months prior notice by either party.

9.3 Termination of this MOA shall be without prejudice to the accrued rights and liabilities of the Parties at the date of termination, unless waived in writing by agreement of the Parties.

9.4 Notwithstanding anything to the contrary herein, each of CONVALT and ACO shall be allowed to immediately withdraw from this MOA in the case where such Project Developer fails to obtain an investment approval from its investment review committee for any reason. Such Project Developer shall be discharged from its rights and liabilities accrued under this MOA as of the date of such withdrawal from this MOA.

9.5 The obligations contained in Article V entitled "Confidentiality" shall survive after the termination of this MOA for a period of one (1) year.

ARTICLE X. MISCELLANEOUS

10.1 All notices, demands, requests, consents or other communications hereunder shall be in writing and shall be given by personal delivery, by express courier, by registered or certified mail with return receipt requested, or by facsimile or electronic mail, to the Parties at the addresses shown below, or to such other address as may be designated by written notice given by any Party to the other Parties. Unless conclusively proved otherwise, all notices, demands, requests, consents or other communications hereunder shall be deemed effective upon delivery if personally delivered, [five (5)] days after dispatch if sent by express courier, [ten (10)] days after dispatch if sent by registered or certified mail with return receipt requested, or confirmation of the receipt of the facsimile or electronic mail by the recipient if sent by facsimile or electronic mail.

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10.2 The remaining Project Developers to this MOA will be responsible for seeking a new Project Developer as the substitute for the withdrawing Project Developer. The remaining Project Developers will guarantee that there will be no undue delay or loss caused to this Project as a result of the withdrawal and substitution of the Project Developers thereof. For these events of the withdrawal of a Project Developer, and seeking a new Project Developer, the remaining Project Developers will inform MOEP of and discuss such matter.

DEPARTMENT OF ELECTRIC POWER

of the Ministry of Electric Power

if given to DEP, be addressed to:

Department of Electric Power

Ministry of Electric Power

Building No.27, Nay Pyi Taw

Attention: U Khin Maung Win (Director General)

Telephone: + 95-67-410203

Fax: +95-67-410219

E-mail: depmmk@gmail.com

CONVALT ENERGY LLC

if given to CONVALT, be addressed to:

475 Park Avenue South, 32nd Floor

New York, NY 10016, United States

Attention: Mr. Hari Achuthan (Managing Director& CEO)

Telephone: +1.212.683.0400

Email: hari.achuthan@acoinvestment.com

ACO INVESTMENT GROUP LLC

if given to ACO, be addressed to:

475 Park Avenue South, 32nd Floor

New York, NY 10016, United States

Attention: Mr. Hari Achuthan (Managing Director& CEO)

Telephone: +1.212.683.0400

Email: hari.achuthan@acoinvestment.com

10.3 Neither this MOA nor any right or obligation arising under this MOA may be assigned by a Party, without the prior written consent of other Parties. Subject to the foregoing, this MOA will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, and no other person will have any right, benefit or obligation under this MOA.

10.4 The Parties hereto agree that the provisions of this MOA prescribing the rights and obligations of the Project Companies shall have binding effect to the Project Companies as if the Project Companies were a party to this MOA, provided, subject to the acceptance of this MOA by the Project Companies.

10.5 Neither this MOA nor any provision hereof may be amended, modified, waived or discharged, except by an instrument in writing signed by all of the Parties.

10.6 The Parties will consult, coordinate and agree on the release of any press releases, announcements or responses to media inquiries concerning this MOA in advance of any such announcement. If a Party or its affiliate issues or wishes to issue or make such a press release, it shall not do so unless prior to its release, such Party furnishes to all other Parties a copy of such press release for their review and written approval (approval shall not be unreasonably withheld) and whose communication shall be provided in a timely manner, and the written approval of the Parties. The Party shall provide a copy of such press release and related background information the other Parties no later than [seven(7) days] where practicable, but in any event not less than [seventy-two (72) hours] prior to its planned release. Notwithstanding the foregoing, DEP and MOEP as representative of Myanmar Government shall have rights to conduct a press release without any kind of approval of other parties.

10.7 This MOA comprises the full and complete understanding of the Parties with respect to all the matters addressed in this MOA.

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10.8 All communications made among the Parties shall be made in the English language.

10.9 This MOA is prepared and executed in the English language, and the English version of this MOA shall prevail over any translations prepared thereof into Myanmar or any other language.

[*Signature Pages Follow*]

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IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by their respective duly authorized representatives as of the date first above written.

For and on behalf of
DEPARTMENT OF ELECTRIC POWER

U Khin Maung Win
Director General
Department of Electric Power

For and on behalf of
CONVALT ENERGY LLC and
ACO INVESTMENT GROUP LLC

Hari Achuthan
Managing Director & CEO

In the presence of

Daw Mi Mi Khaing
Deputy Director General
Department of Electric Power

Tord Thott
Analyst
ACO Investment Group LLC

U Aung Kyaw Oo
Chief Engineer (Power System)
Myanma Electric Power Enterprise

Michael Sein
Myanmar Legal Counsel for ACO

လျှို့ဝှက်

နောက်ဆက်တွဲ (င)

၃၂
ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်သစ်တောရေးရာဝန်ကြီးဌာန ၂၀
ပြည်ထောင်စုဝန်ကြီးရုံး ၂၅.၁.၁၆

စာအမှတ် ၃(၂)/၁၆(ဃ)(၆)/(၁၈၇ /၂၀၁၆)
ရက်စွဲ ၂၀၁၆ ခုနှစ်၊ ဇန်နဝါရီလ ၁၃ ရက်

သို့

လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန

အကြောင်းအရာ။ သဘောထားမှတ်ချက်ပြန်ကြားခြင်း

ရည်ညွှန်းချက်။ လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာန၏ ၂၉ - ၁ - ၂၀၁၅ ရက်စွဲပါစာအမှတ် ၊ ၂ / ACO (စစ) / (၀၉၃/၂၀၁၅)

၁။ မိတ္ထီလာခရိုင် ၊ ဝမ်းတွင်းဒေသ နှင့် မြင်းခြံခရိုင် ၊ နဘူးအိုင်ဒေသတို့တွင် နေရောင်ခြည်စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက်ရေးစီမံကိန်းအတွက် ဖြစ်မြောက်နိုင်စွမ်း လေ့လာမှုလုပ်ငန်း ဆောင်ရွက်ရန် လျှပ်စစ်စွမ်းအားဦးစီးဌာန နှင့် ACO Investment Group LLC ကုမ္ပဏီတို့သည် နားလည်မှုစာချွန်လွှာလက်မှတ်ရေးထိုး၍ လုပ်ငန်းများ ဆောင်ရွက်လျက်ရှိပြီး Arbutus Consultants PVT. LTD. မှ ဆောင်ရွက်ခဲ့သည့် ပတ်ဝန်းကျင် နှင့်လူမှုရေးထိခိုက်မှု ဆန်းစစ်ခြင်းအစီရင်ခံစာ (Environmental & Social Impact Assessment - ESIA) အား လျှပ်စစ်စွမ်းအားဝန်ကြီးဌာနမှ တစ်ဆင့် ပေးပို့လာခြင်းအပေါ် အစီရင်ခံစာ နှင့် ပတ်သက်သည့် ကနဦးသဘောထားမှတ်ချက်ကို ပြန်ကြားခဲ့ပါသည်။ ACO Investment Group LLC မှ ESIA အစီရင်ခံစာတွင် လိုအပ်သည့် အချက်များအား ထပ်မံဖြည့်စွက်၍ အတည်ပြုပြန်ကြားပေးနိုင်ပါရန် ရည်ညွှန်းပါစာဖြင့် ပေးပို့လာပါသည်။

၂။ ACO Investment Group LLC မှ အကောင်အထည်ဖော် ဆောင်ရွက်မည့် နေရောင်ခြည် စွမ်းအင်သုံးဓာတ်အားပေးစက်ရုံများ၏ ESIA အစီရင်ခံစာ နှင့် ပတ်သက်၍ ပတ်ဝန်းကျင်ထိခိုက်မှု ဆန်းစစ်ခြင်းအစီရင်ခံစာ စိစစ်သုံးသပ်ရေးအဖွဲ့နှင့် စီမံကိန်းပိုင်ရှင်ဖြစ်သူ ACO Investment Group LLC မှ ကိုယ်စားလှယ်များသည် (၂၄-၁၂-၂၀၁၅) ရက်နေ့တွင် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန ၊ အစည်းအဝေးခန်းမ၌ တွေ့ဆုံဆွေးနွေးခဲ့ပြီး ESIA အစီရင်ခံစာတွင် ထပ်မံဖြည့်စွက်ရန် လိုအပ်သည့် အချက်များ နှင့် ပတ်သက်၍ EIA အစီရင်ခံစာစိစစ်သုံးသပ်ရေးအဖွဲ့၏ သဘောထားမှတ်ချက် နှင့် အကြံပြုချက်များ နှင့် အညီ ပြန်လည်တင်ပြရန် ဆုံးဖြတ်ခဲ့ပါသည်။

လျှို့ဝှက်

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၃။ နေရောင်ခြည်စွမ်းအင်သုံး ဓာတ်အားပေးစက်ရုံ စီမံကိန်းများအတွက် ဆောင်ရွက်ထားသည့် ESIA အစီရင်ခံစာအပေါ် EIA အစီရင်ခံစာစိစစ်သုံးသပ်ရေး အဖွဲ့က ပြည့်စုံမှုမရှိကြောင်း စိစစ်သုံးသပ်ချက်အရ ပူးတွဲပါအချက်များကို ထပ်မံဖြည့်စွက်ရေးသားပြုစု၍ ESIA အစီရင်ခံစာအား ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး နှင့် သစ်တောရေးရာဝန်ကြီးဌာနသို့ ပြန်လည်တင်ပြရန် လိုအပ်ပါကြောင်း သဘောထားမှတ်ချက် ပြန်ကြားအပ်ပါသည်။

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)
(မျိုးညွန့် ၊ ဒုတိယအမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

ညွှန်ကြားရေးမှူးချုပ်
ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန
ညွှန်ကြားရေးမှူးချုပ်
ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန
ညွှန်ကြားရေးမှူးချုပ်
သစ်တောဦးစီးဌာန

ခြင်းခြံခရိုင်၊ နဘူးအိုင်ဒေသနှင့် မိတ္ထီလာခရိုင်၊ ဝမ်းတွင်းဒေသတို့၌ အကောင်အထည်ဖော်ဆောင်ရွက်မည့် ၁၅၀ မဂ္ဂါဝပ် နေရောင်ခြည်စွမ်းအင်သုံး လျှပ်စစ်ဓါတ်အားပေးစက်ရုံစီမံကိန်းများ၏ ESIA အစီရင်ခံစာအပေါ် ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းအစီရင်ခံစာ စိစစ်သုံးသပ်ရေးအဖွဲ့၏ သုံးသပ်ချက်နှင့် အကြံပြုချက်များ

စဉ်	သုံးသပ်ချက်	အကြံပြုချက်
၁။	စီမံကိန်းအကြောင်းဖော်ပြချက်၊ ပတ်ဝန်းကျင်အခြေအနေနှင့် အခြေပြုအချက်အလက်များ	
(က)	• အခန်း (၂) Project context (စာမျက်နှာ ၂၆) တွင် ဖော်ပြထားသည့် စီမံကိန်း အကြောင်း ဖော်ပြရာတွင် စီမံကိန်းတည်နေရာပြမြေပုံ အလွန်သေးငယ်ပြီး ပတ်ဝန်းကျင် အနေအထားကို ဖော်ပြနိုင်ခြင်းမရှိပါ။	• ပတ်ဝန်းကျင်အနေအထားကို ကောင်းစွာဖော်ပြနိုင်သော မြေပုံများ ဖော်ပြရန် လိုအပ်ပါသည်။
(ခ)	• Review of the Draft (စာမျက်နှာ-၃) တွင် အစီရင်ခံစာတွင် အသုံးပြုထားသည့် အချက်အလက်များအားလုံးကို သက်ဆိုင်ရာ အစိုးရဝန်ကြီးဌာနမှ ရယူထားကြောင်းသာ ဖော်ပြထားပြီး သက်ဆိုင်ရာဝန်ကြီးဌာနမှ ခွင့်ပြုချက်များနှင့် အဆိုပါအချက်အလက်များ မှန်ကန်ကြောင်း လက်တွေ့ စစ်ဆေးအတည်ပြုဖော်ပြထားခြင်းမရှိပါ။	• စီမံကိန်းဆိုင်ရာအချက်အလက်များကို ဖော်ပြထားသည့် အချက်အလက်များသည် မြေပြင်ကွင်းဆင်းအချက်အလက်များကို အခြေခံ၍ ဖော်ပြရန် လိုအပ်ပါသည်။
(ဂ)	အခန်း(၁.၂) Environmental Policy တွင် U.N Global Compact ကိုသာ လိုက်နာမည်ဖြစ်ကြောင်းသာ ဖော်ပြထားပြီးစီမံကိန်းနှင့်ပတ်သက်သည့် မြန်မာနိုင်ငံတွင် ပြဋ္ဌာန်း ထားသည့်ဥပဒေ၊ အက်ဥပဒေများကိုဖော်ပြထားခြင်းမရှိပါ။ အခန်း(၆.၁.၁) Health and Safety တွင် Solar Power Plant တည်ဆောက်၊ တပ်ဆင်ရာတွင် ကမ္ဘာ့အဆင့်မီ ကျန်းမာရေးနှင့်ဘေးကင်းလုံခြုံရေးဆိုင်ရာ လမ်းညွှန်ချက်များနှင့်အညီ ဆောင်ရွက်မည်ဖြစ်ကြောင်းနှင့် waste နှင့်ပတ်သက်၍ မည်သည့် standard ကိုအသုံးပြုမည်ဖြစ်ကြောင်း ဖော်ပြထားခြင်းမရှိပါ။	• EIA အစီရင်ခံစာတွင် မူဝါဒ၊ ဥပဒေနှင့် အဖွဲ့အစည်းဆိုင်ရာမူဘောင် အခန်း၌ အောက်ဖော်ပြပါ အချက်အလက်များအား ပြည့်စုံစွာဖော်ပြရန်နှင့် အဆိုပါဥပဒေများအား စီမံကိန်းအဆိုပြုသူမှ လိုက်နာဆောင်ရွက်မည် ဖြစ်ကြောင်း ကတိကဝတ်အား အစီရင်ခံစာတွင် ထည့်သွင်းဖော်ပြရန် လိုအပ်ပါသည်- (၁)ပေါင်းစည်းအကောင်အထည်ဖော်မည့် ကုမ္ပဏီအဖွဲ့အစည်း၏ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့် လူမှုရေးဆိုင်ရာ မူဝါဒ၊ (၂) တည်ဆဲပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဥပဒေနှင့် နည်းဥပဒေများ၊ အပြည်ပြည်ဆိုင်ရာကွန်ဗင်းရှင်း များ၊ စာချုပ်များနှင့် သဘောတူညီချက်များ၊ အမျိုးသားနှင့် အပြည်ပြည်ဆိုင်ရာ စံချိန်စံညွှန်းများနှင့် လမ်းညွှန်ချက်များ အပါအဝင် မူဝါဒနှင့် ဥပဒေရေးရာမူဘောင်၊ (၃) လိုက်နာရန်တာဝန်ရှိသောကတိကဝတ်များနှင့် အခြားကတိကဝတ်များ၊ (၄) အဖွဲ့အစည်းဆိုင်ရာမူဘောင်၊ (၅) စီမံကိန်း၏ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးနှင့်လူမှုရေးဆိုင်ရာ စံချိန်စံညွှန်း

		များ၊ (၆) ကျန်းမာရေးအပေါ်ထိခိုက်စေနိုင်သည့် စီမံကိန်းလုပ်ငန်းများအတွက် ကျန်းမာရေးဆိုင်ရာ စံချိန်စံညွှန်းများ။ • National guideline များဖြစ်သည့် EIA procedure(၂၀၁၅)နှင့် EQG (၂၀၁၆)တို့အား ထည့်သွင်းဖော်ပြရန်၊ • waste နဲ့ပတ်သက်၍ သုံးစွဲမည့် စံချိန်စံညွှန်းအား တိကျစွာ ဖော်ပြပေးရန် လိုအပ်ပါသည်။
(ဃ)	စီမံကိန်းအသုံးပြုမည့် အလုပ်သမားခန့်ထားရေးနှင့်ပတ်သက်၍ ဖော်ပြထားခြင်းမရှိပါ။	• နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဥပဒေ(၂၀၁၂)၊ ပုဒ်မ(၂၄)(က)အရ အလုပ်ခန့်ထားခြင်းနှင့်စပ်လျဉ်း၍ လုပ်ငန်းစတင်ဆောင်ရွက်ချိန်မှ ပထမ(၂)နှစ်အတွင်း မြန်မာနိုင်ငံသားအနည်းဆုံး(၂၅)ရာခိုင်နှုန်း၊ ဒုတိယ(၂)နှစ်အတွင်း အနည်းဆုံး(၅၀)ရာခိုင်နှုန်းနှင့် တတိယ(၂)နှစ်အတွင်း မြန်မာနိုင်ငံသား အနည်းဆုံး (၇၅) ရာခိုင်နှုန်းတို့ကိုခန့်အပ်ရန် ပြဋ္ဌာန်းထားသဖြင့် အစီရင်ခံစာတွင် ထည့်သွင်းဖော်ပြပြီး အကောင်အထည်ဖော်လိုက်နာဆောင်ရွက်ရန်လိုအပ်ပါသည်။
(င)	• အခန်း(၅) Social Study တွင် စီမံကိန်းအနီးပတ်ဝန်းကျင်ရှိ လူမှုရေးဆိုင်ရာ အချက် အလက်များနှင့် အခန်း(၄.၄) Environmental Issues Associated with Construction and Operation ၏ Flora and Fauna (စာမျက်နှာ ၄၃)တွင် Biodiversity နှင့်ပတ်သက်၍ secondary data များကိုသာဖော်ပြထားပြီး အနီးပတ်ဝန်းကျင်ဆိုင်ရာ အကြောင်းအရာများဖြစ်သော ရူပပတ်ဝန်းကျင်၊ သက်ရှိဇီဝ၊ လူမှုစီးပွား၊ ယဉ်ကျေးမှုနှင့် မြင်ကွင်းဆိုင်ရာ အချက်အလက်များနှင့်ပတ်သက်၍ လေ့လာမည့်နယ်ပယ် သတ်မှတ်ခြင်း၊ နမူနာကောက်ယူမည့် နည်းလမ်း၊ ဆန်းစစ်သရုပ်ခွဲမည့် နည်းလမ်းများနှင့် ကောက်ယူရရှိသည့် အခြေခံ အချက်အလက်များအား ဖော်ပြထားမှုမရှိခြင်း၊	• စီမံကိန်းဧရိယာအတွင်း မြေရှင်း/ မြေညှိခြင်း ဆောင်ရွက်မည်ဖြစ်ရာ အနီးပတ်ဝန်းကျင်ဆိုင်ရာ အကြောင်းအရာများဖြစ်သော ရူပပတ်ဝန်းကျင်၊ သက်ရှိဇီဝ၊ လူမှုစီးပွား၊ ယဉ်ကျေးမှုနှင့် မြင်ကွင်းဆိုင်ရာ အချက်အလက်များနှင့်ပတ်သက်၍ လေ့လာမည့်နယ်ပယ်သတ်မှတ်ခြင်း၊ နမူနာကောက်ယူမည့်နည်းလမ်း၊ ဆန်းစစ်သရုပ်ခွဲမည့် နည်းလမ်းများနှင့် ကောက်ယူရရှိသည့် အခြေခံအချက်အလက်များအား ပြည့်စုံစွာဖော်ပြပေးရန်နှင့် အဆိုပြုစီမံကိန်းသည် အခြားသောစွမ်းအင်ရင်းမြစ်သုံးနည်းလမ်းများထက် ထိခိုက်နိုင်ခြေနည်းပါးသော်လည်း လူမှုစီးပွားဆိုင်ရာအကျိုးကျေးဇူးများကို အမြင့်ဆုံးရရှိစေရေးအတွက် baseline study ကို ယခုထက်ပို၍ အသေးစိတ်ဖော်ပြရန် လိုအပ်ပါသည်။
(စ)	စီမံကိန်းနှင့် ထိစပ်နေသော ကျောက်ကုန်းကျေးရွာ (စီမံကိန်းအနောက်ဖက်)၊ ရွာသာကျေးရွာ (စီမံကိန်းတောင်ဖက်) နှင့် စီမံကိန်းဧရိယာမှ သဲချောင်းဖြတ်သန်းစီးဆင်းသွားသည့် ကြာတိုင်ကျေးရွာတို့၏ လူမှုစီးပွားနှင့်ကျန်းမာရေးဆိုင်ရာ အခြေပြု အချက်အလက်များကို ကွင်းဆင်းစာရင်း လေ့လာကောက်ယူဖော်ပြထားခြင်းမရှိပါ။	• စီမံကိန်းနှင့် ထိစပ်နေသော ကျောက်ကုန်းကျေးရွာ၊ ရွာသာကျေးရွာနှင့် စီမံကိန်းဧရိယာမှ သဲချောင်းဖြတ်သန်းစီးဆင်းသွားသည့် ကြာတိုင်ကျေးရွာတို့၏ လူမှုစီးပွားနှင့် ကျန်းမာရေးဆိုင်ရာ အခြေပြုအချက်အလက်များကို ကွင်းဆင်းစာရင်းကောက်ယူဖော်ပြရန်လိုအပ်ပါသည်။

(ဆ)	စီမံကိန်းဧရိယာအား Google map တွင် လေ့လာချက်အရ စီမံကိန်းဧရိယာသည် သစ်တောဦးစီးဌာနမှ စီမံခန့်ခွဲပိုင်ခွင့်ရှိသည့် သစ်တောမြေအမျိုးအစားတွင် ကျရောက်မှုရှိမရှိ စိစစ် ဖော်ပြထားခြင်းမရှိပါ။	• စီမံကိန်းဧရိယာအား Google map တွင် လေ့လာချက်အရ စီမံကိန်းသည် ကမ်းနီကြိုးဝိုင်းတောအတွင်း ကျရောက်နေသဖြင့် သက်ဆိုင်ရာ ဝန်ကြီးဌာန၏ မြေအသုံးချဆိုင်ရာ ခွင့်ပြုချက်ရရှိရန်လိုအပ်သည့်အပြင် ထိုခွင့်ပြုစာအား ပူးတွဲတင်ပြသင့်ပါသည်။
(ဇ)	အခန်း (၂.၁) Land Use (စာမျက်နှာ - ၂၇) တွင် မြေအသုံးချမှုနှင့်ပတ်သက်၍ မြန်မာနိုင်ငံအစိုးရ၏ စက်မှုဇုန်စီမံကိန်းမြေနေရာ ဖြစ်ကြောင်းသာဖော်ပြထားပြီး စီမံကိန်းတစ်ခုလုံးအတွက် အသေးစိတ်လျာထားသော တည်နေရာပြမြေပုံ(site location map)၊ စက်ရုံတည်ဆောက်မည့် layout design နှင့်မြေပုံ၊ စီမံကိန်းအား အဆင့်(၃) ဆင့်ဖြင့်တည်ဆောက်မည်ဖြစ်၍ စီမံကိန်းလုပ်ငန်းခွင်တစ်ခုချင်းစီအလိုက် နေရာချထားမှုပုံစံပြမြေပုံများ၊ ဓါတ်အားလိုင်းသွယ်တန်းမည့်နေရာများ၊ လမ်းဖောက်လုပ်မည့်နေရာများကို ဖော်ပြထားခြင်းမရှိပါ။	• စီမံကိန်း တစ်ခုလုံးအတွက် အသေးစိတ်လျာထားသော တည်နေရာပြမြေပုံ (site location map)၊ စက်ရုံတည်ဆောက်မည့် layout design နှင့်မြေပုံ၊ စီမံကိန်းအား အဆင့်(၃) ဆင့်ဖြင့်တည်ဆောက်မည်ဖြစ်၍ စီမံကိန်းလုပ်ငန်းခွင်တစ်ခုချင်းစီအလိုက် နေရာချထားမှုပုံစံပြမြေပုံများ၊ ဓါတ်အားလိုင်းသွယ် တန်းမည့်နေရာများ၊ လမ်းဖောက်လုပ်မည့်နေရာများကို ဖော်ပြရန်လိုအပ်ပါသည်။
(ဈ)	စီမံကိန်းမြေဧရိယာနှင့်ပတ်သက်၍ မြေပိုင်ဆိုင်မှုမရှင်းလင်းပါက ရေရှည်တွင် လူမှုရေးဆိုင်ရာပြဿနာများဖြစ်ပေါ်နိုင်သည့်အတွက်မြေယာပိုင်ဆိုင်မှုနှင့်ပတ်သက်၍ရှင်းလင်းစွာ ဖော်ပြရန်လိုအပ်သော်လည်း အခန်း(၂.၁) Landuse တွင် ရှင်းလင်း ဖော်ပြထားခြင်းမရှိပါ။	• စီမံကိန်းတွင် အသုံးပြုမည့် မြေအမျိုးအစားနှင့်ပတ်သက်၍ ရှင်းလင်းစွာ ဖော်ပြပေးရန်နှင့် • မြေအသုံးချမှုပြမြေပုံများအား satellite map အသုံးပြုပြီး ထည့်သွင်း ဖော်ပြပေးရန် လိုအပ်ပါသည်။
	လိုအပ်သော လျှပ်စစ်ဓါတ်အား(150 MW) ရရှိရန် Solar Panel အတွက် အသုံးပြုရမည့် မြေဧရိယာနှင့်ပတ်သက်၍ နိုင်ငံတကာတွင် Crystalline Technology ကို အသုံးပြုပါက 1 MW ထွက်ရှိရန် ၄.၅ နှင့် ၅ ဧကကြားနှင့် Thin-Film နည်းပညာကိုအသုံးပြုပါက ၆.၅နှင့် ၇.၅ ဧကကြား လိုအပ်မည်ဖြစ်ခြင်းကြောင့် ယခုစီမံကိန်းအတွက်ရယူထားသည့်မြေဧရိယာ(၁၀၀၀)ဧကမလိုအပ်နိုင်ကြောင်းသုံးသပ်ရပါသည်။	• စီမံကိန်းတွင်အသုံးပြုမည့်နည်းပညာပေါ်မူတည်၍ လိုအပ်သည့် မြေဧရိယာ ကွာခြားမည်ဖြစ်၍ ယခုစီမံကိန်းတွင် အသုံးပြုမည့် နည်းပညာအား တိကျစွာ ဖော်ပြပေးရန်လိုအပ်ပါသည်။
(ည)	အခန်း(၃) Project Description (စာမျက်နှာ - ၃၀) - စက်ရုံတစ်ခုစီမှ နှစ်စဉ် လျှပ်စစ်ဓါတ်အား ၃၀၃၀၀၀ MWh ထုတ်လုပ်နိုင်ပြီး၊ စီမံကိန်းတစ်ခုလုံးမှ နှစ် (၃၀) အတွင်းကာဗွန်ဒိုင်အောက်ဆိုဒ် ထုတ်လွှတ်မှု ၅၀၅၄၄၀၀ တန် လျှော့ချနိုင်မည်ဖြစ်ကြောင်းဖော်ပြထားသည်။ အသေးစိတ်တွက်ချက်မှုများနှင့် အခြေခံအချက်အလက်များကို ဖော်ပြထားခြင်းမရှိပါ။	• စီမံကိန်းတစ်ခုလုံးမှ နှစ်(၃၀)အတွင်း ထွက်ရှိမည့် ကာဗွန်ဒိုင်အောက်ဆိုဒ် ၅၀၅၄၄၀၀ တန်အား လျှော့ချနိုင်မည့် အသေးစိတ်တွက်ချက်မှုများနှင့် အခြေခံအချက်အလက်များကို ဖော်ပြရန်လိုအပ်ပါသည်။
(ဋ)	အခန်း(၅.၂) Methodology (စာမျက်နှာ ၄၇) တွင် လူမှုဆိုင်ရာလေ့လာမှုကို သက်ဆိုင်ရာ အစိုးရအရာရှိများနှင့်အတူ မိတ္ထီလာ၊ ဝမ်းတွင်းနှင့်လူမှုရေးဆိုင်ရာ လေ့လာမှုကို	• စီမံကိန်းအနီးပတ်ဝန်းကျင်ဆိုင်ရာ အသေးစိတ်အခြေခံ အချက်အလက်များနှင့် data survey ကောက်ယူမည့်အဖွဲ့အစည်း၊ တာဝန်ခံပညာရှင်

	သက်ဆိုင်ရာအစိုးရအရာရှိများနှင့်အတူမြင်းခြံ၊နဘူးအိုင်နှင့်ဆီးမီးခုံတို့၌လည်းကောင်း၊ ၂၀၁၄ ခုနှစ် နိုဝင်ဘာလ ၉ ရက်မှ ၁၀ ရက်အထိ survey, interview များဖြင့် လေ့လာခဲ့ကြောင်းသာဖော်ပြထားပြီး အနီးပတ်ဝန်းကျင်ဆိုင်ရာ အသေးစိတ်အခြေခံ အချက် အလက်များ ကောက်ယူဖော်ပြထားမှုမရှိခြင်းနှင့် data survey ကောက်ယူမည့်အဖွဲ့အစည်း၊ တာဝန်ခံပညာရှင်တို့နှင့်ပတ်သက်သည့် အသေးစိတ်အချက်အလက်များ ဖော်ပြမထားခြင်း၊	တို့နှင့်ပတ်သက်သည့် အသေးစိတ်အချက်အလက်များ ဖော်ပြရန် လိုအပ်ပါသည်။
(ဥ)	အခန်း(၃.၄) Technical Description of the Solar Power Plant (စာမျက်နှာ ၃၃ မှ ၃၄) တွင် (စာမျက်နှာ ၃၃ မှ ၃၄) - နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ် ဓါတ်အားပေး စက်ရုံ၏ Technical Description ကို ဖော်ပြရာတွင် ဆိုလာပြားများနှင့် အခြား စက်အစိတ်အပိုင်းများ၏ လုပ်ဆောင်ပုံအကျဉ်းကို ဖော်ပြထားသော်လည်း ဆိုလာပြားများနှင့် စက်အစိတ်အပိုင်းများ၏ ဒီဇိုင်း၊ လုပ်ငန်းလည်ပတ်သည့်အဆင့်များ၊ အချိန်ဇယားနှင့် လုပ်ငန်းလည်ပတ်ပုံ အဆင့်ဆင့်၊ ဆောင်ရွက်မည့်လုပ်ငန်း အချိန်ဇယား၊ စက်ပစ္စည်းထုတ်လုပ်သည့်နိုင်ငံနှင့် ထုတ်လုပ်သည့်ခုနှစ်တို့ကို ဖော်ပြထားခြင်းမရှိပါ။	• ဆိုလာပြားများနှင့် စက်အစိတ်အပိုင်းများ၏ ဒီဇိုင်း၊ လုပ်ငန်းလည်ပတ်သည့် အဆင့်များ၊ အချိန်ဇယားနှင့် လုပ်ငန်းလည်ပတ်ပုံအဆင့်ဆင့်၊ ဆောင်ရွက်မည့် လုပ်ငန်းအချိန်ဇယား၊ စက်ပစ္စည်းထုတ်လုပ်သည့်နိုင်ငံ နှင့် ထုတ်လုပ်သည့် ခုနှစ်တို့ကို ဖော်ပြရန် လိုအပ်ပါသည်။
၂။	**ထိခိုက်မှုများကို သတ်မှတ်ဖော်ထုတ်ခြင်းနှင့် သရုပ်ခွဲဆန်းစစ်ခြင်း**	
(က)	အခန်း(၄) Environmental Impacts (စာမျက်နှာ - ၃၆ မှ ၄၆) တွင် စီမံကိန်းနှင့် ပတ်သက်သည့် ပတ်ဝန်းကျင်ထိခိုက်မှုများကိုယေဘုယျမှတ်ချက်များဖြင့် အကြမ်းဖျဉ်း ဖော်ပြထားပြီး မည်သည့်ပညာရှင်၊ မည်သည့်အဖွဲ့က တာဝန်ခံကွင်းဆင်းလေ့လာသည်၊ တိုင်းတာရရှိသည့်အချက်အလက်များအတွက် မည်သူ့တွင် တာဝန်ရှိသည်စသည်တို့အား ဖော်ပြထားခြင်းမရှိပါ။	• ပတ်ဝန်းကျင်ထိခိုက်မှုများကို တွက်ချက်သည့် အဖွဲ့၊ တာဝန်ခံသူတို့ကို ထည့်သွင်းဖော်ပြရန်လိုအပ်ပါသည်။
(ခ)	• အခန်း(၄.၂) Site Operations နှင့် အခန်း(၄.၄) Environmental Issues Associated with Construction and Operation တို့တွင် စီမံကိန်းကြောင့် ထိခိုက်နိုင်မှုများ၊ စီမံကိန်းတည်ဆောက်သည့်အဆင့်နှင့်လုပ်ငန်းလည်ပတ်သည့် အဆင့်များတွင် ဖြစ်ပေါ်နိုင်သည့် ပတ်ဝန်းကျင်ဆိုင်ရာ ထိခိုက်နိုင်မှုများကိုသာ ယေဘုယျဖော်ပြထားခြင်းနှင့် အခန်း (၆.၁)နှင့် (၆.၂)တွင် တွင် စက်ရုံတပ်ဆင် တည်ဆောက်ခြင်းကြောင့် ဖြစ်ပေါ်နိုင်သည့်ပတ်ဝန်းကျင်ဆိုင်ရာ ကောင်းကျိုး နှင့် ဆိုးကျိုးသက်ရောက်မှုများအပြင် figure(25) Construction Phase Assessment	• စီမံကိန်းကြောင့် ဖြစ်ပေါ်နိုင်သည့် ထိခိုက်မှု များကိုသာ ဖော်ပြထားပြီး အဆိုပါ ထိခိုက်မှုကောင်းကျိုး နှင့် ဆိုးကျိုး သက်ရောက်မှုများအပေါ် ထိခိုက်မှုဆန်းစစ်သည့် နည်းစနစ်နှင့် ချဉ်းကပ်ပုံ၊ သိသာထင်ရှားသော ထိခိုက်နိုင်မှုပမာဏ၊ အဆိုပါထိခိုက်နိုင်မှုများလျော့နည်းစေမည့် နည်းလမ်းများနှင့် ကြွင်းကျန်သက်ရောက်မှုများအား သတ်မှတ်ဖော်ပြရန်လိုအပ်ပါသည်။

	of Impacts နှင့် figure(26) Operational Phase Assessment of Impacts တွင် စီမံကိန်းကြောင့် ဖြစ်ပေါ်နိုင်သည့် ထိခိုက်မှုများကိုသာ ဖော်ပြထားပြီး အဆိုပါ ထိခိုက်မှုကောင်းကျိုး နှင့် ဆိုးကျိုးသက်ရောက်မှု များအပေါ် ထိခိုက်မှုဆန်းစစ်သည့် နည်းစနစ်နှင့် ချဉ်းကပ်ပုံ၊ သိသာထင်ရှားသော ထိခိုက်နိုင်မှု ပမာဏ၊ အဆိုပါ ထိခိုက်နိုင်မှုများလျော့နည်းစေမည့်နည်းလမ်းများနှင့် ကြွင်းကျန်သက်ရောက်မှုများအား သတ်မှတ်ဖော်ပြထားမှုမရှိပါ။	•
(ဂ)	• figure(25) Construction Phase Assessment of Impacts နှင့် figure(26) Operational Phase Assessment of Impacts (စာမျက်နှာ၆၂-၆၅) တွင် Bio-physical နှင့် Social Impacts များအားလုံး၏ ထိခိုက်မှုပမာဏကို low ဟု သတ်မှတ်ဖော်ပြထားပြီး တွက်ချက်သည့် နည်းစနစ်၊ အခြေခံသည့် အချက်အလက်များ (အကြိမ်ရေ၊ ပြင်းထန်မှု၊ အချိန်၊ အကျယ်အဝန်းစသည်တို့)ကို ဖော်ပြထားခြင်း မရှိပါ။	• စီမံကိန်းကြောင့် Bio-physical နှင့် Social Impacts များအားလုံး၏ ထိခိုက်မှုပမာဏကို ထိခိုက်နိုင်မှုတွက်ချက်သည့် နည်းစနစ်၊ အခြေခံသည့် အချက်အလက်များ(အကြိမ်ရေ၊ ပြင်းထန်မှု၊ အချိန်၊ အကျယ်အဝန်း စသည်တို့)ကို ဖော်ပြရန် လိုအပ်ပါသည်။
(ဃ)	• စီမံကိန်းဧရိယာအား Google map တွင် လေ့လာချက်အရ စီမံကိန်းဧရိယာမှ စီးဆင်းသွားသော သဲချောင်းသည် Kya Daing ကျေးရွာသို့ ဖြတ်သန်း သွားသဖြင့် ရေအသုံးချမှုအပေါ် သက်ရောက်မှုများအား ဖော်ပြထားမှုမရှိခြင်းနှင့် စီမံကိန်းသည် ချောင်းဖျားနေရာတွင် တည်ရှိနေသောကြောင့် Storm water management facilities ကို အလေးထား ဖော်ပြရန်လိုအပ်သည့်အပြင် CSR အစီအစဉ်များတွင် မြေအောက်ရေအရည်အသွေး စစ်ဆေးပေး ခြင်း၊ သောက်ရေသန့်ရှင်းမှုစစ်ဆေးပေး ခြင်း နှင့် ထောက်ပံ့ပေးမည့် အစီအစဉ်များ အား ဖော်ပြထားခြင်းမရှိပါ။	• စီမံကိန်းဧရိယာအတွင်း ဖြတ်သန်းစီးဆင်းသွားသော သဲချောင်းသည် Kya Daing ကျေးရွာသို့ ဖြတ်သန်းသွားသဖြင့် ရေအသုံးချမှုအပေါ် သက်ရောက်မှုအား လေ့လာဖော်ပြရန်၊ • စီမံကိန်းသည် ချောင်းဖျားနေရာတွင် တည်ရှိနေသောကြောင့် Storm water management facilities ကို အလေးထားဖော်ပြရန်နှင့် • CSR အစီအစဉ်များတွင် မြေအောက်ရေအရည်အသွေး စစ်ဆေးခြင်း၊ သောက်ရေသန့်ရှင်းမှုစစ်ဆေးခြင်းနှင့် ထောက်ပံ့ပေးမည့် အစီအစဉ်များ အား ဖော်ပြပေးရန် လိုအပ်ပါသည်။
(င)	• အခန်း(၄.၄) Environmental Issues Associated with Construction and Operation (စာမျက်နှာ ၄၅) တွင် အဆိုပြုစီမံကိန်းနှင့်အနီးတဝိုက်တွင် ဘုရား၊ ကျောင်း၊ ယဉ်ကျေးမှု အဆောက်အဦ မရှိဟု ဖော်ပြထားသော်လည်း စီမံကိန်း ဧရိယာအား Google map တွင် လေ့လာချက်အရ Project Boundary နှင့် အနီးဆုံးတွင် ရှေးစေတီ ၂ ဆူနှင့်စီမံကိန်း၏ အရှေ့ဖက် (၃) ကီလိုမီတာ အကွာနေရာ တွင် စေတီ (၁) ဆူတည်ရှိနေပါသည်။	• Project Boundary အနီးရှိ ရှေးစေတီ ၂ ဆူနှင့်စီမံကိန်း၏ အရှေ့ဖက် (၃) ကီလိုမီတာအကွာရှိ စေတီ (၁)အပေါ် စီမံကိန်းကြောင့် ထိခိုက်မှု လျော့နည်းစေမည့် အစီအမံများနှင့် CSR အစီအစဉ်ဖြင့် ထိန်းသိမ်းမည့် အစီအစဉ်များအား ဖော်ပြရန်နှင့် • စီမံကိန်းတည်ဆောက်ရေးလုပ်ငန်းများ ဆောင်ရွက်နေစဉ် ကာလအတွင်း ရှေးဟောင်းအဆောက်အဦသို့ ရှေးဟောင်းပစ္စည်းများ တွေ့ရှိပါက လုပ်ငန်း ဆောင်ရွက်နေခြင်းကို ရပ်၍ ရှေးဟောင်းသုတေသနနှင့် အမျိုးသားပြတိုက်

		ဦးစီးဌာနသို့ အကြောင်းကြားမည်ဖြစ်ကြောင်း ဖော်ပြရန် လိုအပ်ပါသည်။
၃။	**အခြားဆောင်ရွက်နိုင်သည့် နည်းလမ်းများနှင့် လျော့ပါးစေရေးနည်းလမ်းများ**	
(က)	• အခန်း(၄.၄) Environmental Issues Associated with Construction and Operation (စာမျက်နှာ ၄၅-၄၆)တွင် စွန့်ပစ်ပစ္စည်း၊ စွန့်ပစ်အရည်နှင့်ပတ်သက်၍ ယေဘုယျအားဖြင့် ဖော်ပြထားပြီး အသေးစိတ်တွက်ချက်ဖော်ပြထားခြင်း မရှိပါ။	• စွန့်ပစ်ပစ္စည်း၊ စွန့်ပစ်အရည်နှင့်ပတ်သက်၍ ယေဘုယျအားဖြင့် ဖော်ပြထားပြီး အသေး စိတ်တွက်ချက်ဖော်ပြပေးရန်လိုအပ်ပါသည်။
(ခ)	• အခန်း(၇.၃.၁) Specific Environmental Mitigation Measures နှင့် (၇.၃.၂) Social Mitigation Measures (စာမျက်နှာ ၈၅-၈၇) တွင် စီမံကိန်းကြောင့် ထိခိုက်မှုလျော့ပါးစေရေးနည်းလမ်းများကို ယေဘုယျသာ ဖော်ပြထားပါသည်။	• စီမံကိန်းကြောင့် ပတ်ဝန်းကျင်နှင့်လူမှုရေးဆိုင်ရာ ထိခိုက်မှုလျော့ပါးစေရေး နည်းလမ်းများကို အသေးစိတ်ဖော်ပြရန် လိုအပ်ပါသည်။
၄။	**ပတ်ဝန်းကျင်စီမံခန့်ခွဲရေးစီမံချက်(EMP)**	
(က)	• အခန်း(၇.၁.၁) Environmental and Social Management စာမျက်နှာ (၆၆-၁၀၁) နှင့်အခန်း(၇.၄) Environmental and Social Monitoring (စာမျက်နှာ ၈၈-၉၅)တို့တွင် စောင့်ကြည့်စစ်ဆေးရေးစီမံချက်များ၌ ပတ်ဝန်းကျင်နှင့်လူမှုဆိုင်ရာ စီမံခန့်ခွဲမှုအစီအစဉ်(EMP) တွင် ရည်ရွယ်ချက်၊ လမ်းညွှန်ချက်၊ တာဝန်ခံခန့်ထားခြင်း၊ ဘေးကင်းရေးအစီအမံများ၊ မူဝါဒများ၊ Impact, Mitigation, Responsibility, Monitoring, Time Frame တို့ကိုသာ ဖော်ပြထားပြီး EMP လုပ်ငန်းများတွင် သုံးစွဲမည့် ခန့်မှန်းရန်ပုံငွေ၊ ဆောင်ရွက်မည့်အဖွဲ့အစည်းတို့အား ဖော်ပြထားခြင်းမရှိပါ။	• EMP လုပ်ငန်းများတွင် သုံးစွဲမည့် ခန့်မှန်းရန်ပုံငွေအား ထည့်သွင်းဖော်ပြရန်လိုအပ်ပါသည်။
(ခ)	• အခန်း(၇.၂.၂) Roles and Responsiblities for the ESMP တွင် စီမံကိန်း အကောင်အထည်ဖော်သူမှ Monitoring လုပ်ငန်းများဆောင်ရွက်ရာ၌ ခန့်ထားဆောင်ရွက်သင့်သည့် Consulting Engineer, Environmental Site Officer များ၏ Roles and Responsiblities များကိုသာ အကြံပြုဖော်ပြထားပြီး စောင့်ကြည့်စစ်ဆေးခြင်းလုပ်ငန်းများအား လက်တွေ့ဆောင်ရွက်မည့် အဖွဲ့အစည်း၏ Institutional Framework အား ဖော်ပြထားမှုမရှိခြင်း၊	• စောင့်ကြည့်စစ်ဆေးခြင်းလုပ်ငန်းများအား လက်တွေ့ဆောင်ရွက်မည့် အဖွဲ့အစည်း၏ Institutional Framework အား ဖော်ပြပေးရန် လိုအပ်ပါသည်။
(ဂ)	• အစီရင်ခံစာတွင် စီမံကိန်းအကောင်အထည်ဖော်ဆောင်ရွက်သူမှ အကြံပြုချက်များ အတိုင်း လိုက်နာဆောင်ရွက်ပါမည်ဟူသော ကတိကဝတ်ကို ဖော်ပြထားခြင်းမရှိပါ။	• ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းဆိုင်ရာလုပ်ထုံးလုပ်နည်းအပိုဒ် (၆၂) အရ စီမံကိန်းအဆိုပြုသူသည် ဝန်ကြီးဌာနကသတ်မှတ်သည့်ပုံစံဖြင့် အောက်ပါအချက်အလက်များ မှန်ကန်ကြောင်း အတည်ပြုဝန်ခံချက်နှင့် အတူ ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းအစီရင်ခံစာ ကို မြန်မာဘာသာ

		ဖြင့်ဖြစ်စေ၊ အင်္ဂလိပ်ဘာသာဖြင့်ဖြစ်စေ ဦးစီးဌာနသို့ တင်ပြရမည်ဖြစ်ပြီး မြန်မာဘာသာဖြင့် ပြုစုထားသည့် အကျဉ်းချုပ်အစီရင်ခံစာ ပူးတွဲပါရှိရမည်ဖြစ်ကြောင်းဖော်ပြထားသဖြင့် အစီရင်ခံစာတွင် ပြည့်စုံစွာထည့်သွင်းဖော်ပြပေးရန် လိုအပ်ပါသည်- (က) ပတ်ဝန်းကျင်ထိခိုက်မှု ဆန်းစစ်ခြင်း၏ တိကျမှုနှင့် ပြည့်စုံမှုရှိကြောင်း၊ (ခ) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းကို ဤလုပ်ထုံးလုပ်နည်းအပါအဝင် သက်ဆိုင်ရာ ဥပဒေများ၊ ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ် ခြင်းပြုလုပ်ရန် လုပ်ငန်းတာဝန်များနှင့်အညီ တိကျစွာလိုက်နာပြုစုကြောင်း၊ (ဂ) စီမံကိန်းက ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ချက်အစီရင်ခံစာပါ ကတိကဝတ်၊ ပတ်ဝန်း ကျင်ထိခိုက်မှုလျှော့ချရေးလုပ်ငန်းများနှင့် အစီအစဉ်များကို အပြည့်အဝအစဉ်အမြဲ လိုက်နာဆောင်ရွက် မည်ဖြစ်ကြောင်း။
(ဃ)	• နောက်ဆက်တွဲ Stakeholder Meeting Response and Proposed CSR Budget အစီရင်ခံစာ စာအုပ်၌ စီမံကိန်းတွင် အသုံးပြုမည့် CSR နှင့်ပတ်သက်၍ ကဏ္ဍအလိုက်၊ လအလိုက်သုံးစွဲမည့် ငွေပမာဏများကို ဖော်ပြထားပြီး ထိုပမာဏကို မည်သူ့အတွက် သုံးစွဲမည်ဖြစ်ကြောင်း၊ CSR အစီအစဉ်အပေါ် ပါဝင်ပတ်သက်သူများ (stakeholder)၏ သဘောထားအမြင်များနှင့် ကုမ္ပဏီ၏ ကတိကဝတ် (ဥပမာ-ရာခိုင်နှုန်းမည်မျှသုံးစွဲမည်) တို့ကို ဖော်ပြမထားခြင်းနှင့် CSR အစီအစဉ်များကို ESIA အစီရင်ခံစာတွင် ပေါင်းစပ်၍ ထည့်သွင်းဖော်ပြထားမှုမရှိခြင်း။	• စီမံကိန်းတွင်အသုံးပြုမည့် CSRနှင့်ပတ်သက်၍မည်သူ့အတွက် သုံးစွဲမည်၊ CSRအစီအစဉ်အပေါ်ပါဝင်ပတ်သက်သူများ(stakeholder)၏ သဘောထားအမြင်များနှင့် ကုမ္ပဏီ၏ကတိကဝတ်(ဥပမာ-ရာခိုင်နှုန်းမည်မျှ သုံးစွဲမည်) တို့ကို ESIA အစီရင်ခံစာတွင် ထည့်သွင်းဖော်ပြပေးရန် လိုအပ်ပါသည်။
(င)	စီမံကိန်းကြောင့် ဒေသခံမျိုးရင်းပင်များ(ဥပမာ။ အပူပိုင်းဒေသပေါက်ပင်များ) ပျက်ဆီးဆုံးရှုံးနိုင်သဖြင့် solar plate module တပ်ဆင်မည့်နေရာ ပတ်ဝန်းကျင်မှ ဆုံးရှုံးသွားမည့် အပင်များအစား စီမံကိန်းပတ်ဝန်းကျင်တွင် ပြန်လည်စိုက်ပျိုးပေးမည့် စိမ်းလန်းစိုပြည်ရေးအစီအစဉ် (Greening Plan) နှင့်ပတ်သက်၍ အစီရင်ခံစာတွင် ဖော်ပြထားခြင်းမရှိပါ။	• စီမံကိန်းပတ်ဝန်းကျင်တွင်ပြန်လည်စိုက်ပျိုးပေးမည့် စိမ်းလန်း စိုပြည်ရေးအစီအစဉ်(Greening Plan) နှင့်ပတ်သက်၍ အစီရင်ခံစာတွင် ထည့်သွင်းဖော်ပြရန် လိုအပ်ပါသည်။

(စ)	စီမံကိန်းသည် နေရောင်ခြည်စွမ်းအင်သုံး Photovolatic Cell များစွာပါဝင်သည့် Solar Panel များအသုံးပြုမည့် စီမံကိန်းဖြစ်ခြင်းကြောင့် အဆိုပါ Solar Panel များအား သန့်ရှင်းရေးပြုလုပ်ရာ၌ ရေဂါလံပေါင်းများစွာအသုံးပြုရမည်ဖြစ်သော်လည်း စီမံကိန်းတည်ဆောက်မည့်နေရာသည် ရေရှားပါးသော အပူပိုင်းဒေသဖြစ်ခြင်းကြောင့် ရေရယူအသုံးပြုမည့် နေရာအား ဖော်ပြထားခြင်းမရှိပါ။	• စီမံကိန်းအတွက် လိုအပ်မည့် ရေရယူသုံးစွဲမည့်အရင်းအမြစ်နှင့် အသုံးပြုမည့်အစီအစဉ်အား ဖော်ပြပေးရန်လိုအပ်ပါသည်။ • Solar Panel များအား သန့်ရှင်းရေးပြုလုပ်ရာမှ ထွက်ရှိလာမည့် ဆေးကြောရေများအား စွန့်ပစ်မည့်အစီအစဉ်အား ထည့်သွင်းဖော်ပြပေးရန် လိုအပ်ပါသည်။
(ဆ)	စီမံကိန်းတွင် အသုံးပြုမည့် Solar Panel များတပ်ဆင်ခြင်းကြောင့် ထွက်ရှိလာမည့် Solid Waste များစွန့်ပစ်မည့်အစီအစဉ်များ ဖော်ပြထားခြင်းမရှိပါ။ အခန်း:(၇.၃)Environmental and Social Manangement Plan တွင် Decommissioning Phase ၌ Waste Management နှင့်ပတ်သက်၍ ယေဘုယျသာ ဖော်ပြထားပါသည်။	• Solar Panel များတပ်ဆင်ခြင်းကြောင့် ထွက်ရှိလာမည့် Solid Waste များစွန့်ပစ်မည့်အစီအစဉ်များထည့်သွင်းဖော်ပြပေးရန် လိုအပ်ပါသည်။ • Solar Panel သက်တမ်းကုန်ဆုံး၍ အသဘ်လဲလှယ်စဉ်နှင့် စီမံကိန်းပိတ်သိမ်းချိန်တွင်ထွက်ရှိလာမည့်Solid Waste များစွန့်ပစ်မည့်အစီအစဉ်အား ဖော်ပြပေးရန် လိုအပ်ပါသည်။
(ဇ)	ဇယား(၇.၃) Environmental and Social Management Plan တွင် စီမံကိန်းဆောင်ရွက်မည့် အဆင့်အလိုက် အရေးပေါ်အစီအစဉ်များ(Emergency Plan) ကိုသာ ဖော်ပြထားပြီး ဆောင်ရွက်မည့် အစီအစဉ်အသေးစိတ်အား ဖော်ပြထားခြင်းမရှိပါ ။	• စီမံကိန်းအဆင့်အလိုက်ဆောင်ရွက်မည့်အရေးပေါ်အစီအစဉ်(Emergency Plan)များအား အသေးစိတ်ဖော်ပြပေးရန် လိုအပ်ပါသည်။
၅။	**အများပြည်သူပါဝင်မှု**	
(က)	• အခန်း(၅) social study (စာမျက်နှာ ၄၇)တွင် သက်ဆိုင်ရာအစိုးရအရာရှိများနှင့် Key Informant Interview လုပ်ခဲ့သည်မှအပ အများပြည်သူနှင့် တိုင်ပင်ဆွေးနွေးခြင်း၊ သတင်းအချက်အလက်များ ထုတ်ဖော်တင်ပြခြင်းနှင့်ပတ်သက်၍ ဆောင်ရွက်ထားခြင်းမရှိပါ။ • စီမံကိန်းပါဝင်ပတ်သက်သူများနှင့် ဆွေးနွေးရာတွင် စီမံကိန်းအကြောင်း ရှင်းလင်းတင်ပြသည့် အဖွဲ့အစည်းအမည်အား ဖော်ပြထားမှုမရှိခြင်း၊ • ဒေသခံများ၏ တုန့်ပြန်မှု/စိုးရိမ်မှုများနှင့်ပတ်သက်၍ developer က ဆောင်ရွက်ပေးမည့် အစီအစဉ်နှင့် ကတိကဝတ်များဖော်ပြထားမှုမရှိခြင်း၊	• အများပြည်သူနှင့်တိုင်ပင်ဆွေးနွေးခြင်း၊ သတင်းအချက်အလက်များ ထုတ်ဖော် တင်ပြခြင်းလုပ်ငန်းစဉ်(Public Consultation and Disclosure) အား Convalt/ ACO ၏ကုန်ကျစရိတ်ဖြင့် စစ်မှန်သည့် တတိယအဖွဲ့အစည်းမှ ဆောင်ရွက်ရန်နှင့် ဒေသခံများ၏ တုန့်ပြန်မှု/စိုးရိမ်မှုများနှင့် ပတ်သက်၍ စီမံကိန်းပိုင်ရှင်မှဆောင်ရွက်ပေးမည့်အစီအစဉ်နှင့် ကတိကဝတ်များ ထည့်သွင်းဖော်ပြပေးရန် လိုအပ်ပါသည်။
၆။	**အစီရင်ခံစာတင်ပြပုံ**	
(က)	• အခန်း(၄) Environmental Impacts ပါအချက်အလက်အများစုမှာ အခန်း(၆) Environmental and Social Impact Assessment တွင် ပြန်လည်ပါဝင်နေသဖြင့် ဖတ်ရှု ရာတွင် ရှုပ်ထွေးစေ ပါသည်။	• အစီရင်ခံစာတင်ပြပုံကို ပြန်လည်ပြင်ဆင်တင်ပြရန် လိုအပ်ပါသည်။

(ခ)	• စာမျက်နှာ (၃-၁၇) တွင် Executive **Summary အား ဖော်ပြထား**သော်လည်း ESIA အစီရင်ခံစာ၏ ဆောင်ရွက်ထား**မှုနှင့် တွေ့ရှိချက်များကို** အနှစ်ချုပ်တင်ပြရမည် ဖြစ်သော်လည်း သီးခြားအစီရင်ခံစာ **တစ်စောင်ကဲ့သို့** ဖော်ပြထားပါသည်။	• အောက်ပါအချက်များပါဝင်သည့် Executive Summary အား ပြန်လည်ရေးသားတင်ပြရန် လိုအပ်ပါသည်- • EIA အစီရင်ခံစာ၏ ရည်ရွယ်ချက်နှင့် အတိုင်းအတာ၊ ထို့နောက် သက်ဆိုင်သည့် နောက်ခံအချက်အလက်များ (နယ်ပယ်သတ်မှတ်ခြင်း၊ လုပ်ငန်းတာဝန်များသတ်မှတ်ခြင်းကဲ့သို့သော ယခင်ကဆောင်ရွက်ခဲ့သည့် လုပ်ငန်းများအပါအဝင်၊ စီမံကိန်းရာဇဝင်အသေးစိတ် အချက်အလက်များ စသည်ဖြင့်) • EIA လေ့လာမှုအတွင်း ဆောင်ရွက်ခဲ့သည့် လုပ်ငန်းများ၏အကျဉ်းချုပ်။ • လေ့လာခဲ့သော အဓိကအစားထိုးစီမံကိန်းများ၊ နှိုင်းယှဉ်လေ့လာခြင်း၏ ရလာဒ်များ (အကြံပြုလိုသော အစားထိုး စီမံကိန်းများအကြောင်း ရှင်းလင်းဖော်ပြချက်များနှင့် ယင်းတို့အား ရွေးချယ်ရသည့် အကြောင်းရင်းပြဆိုချက်များအပါအဝင်) • စီမံကိန်းကြောင့် ထိခိုက်ခံရနိုင်သည့် ပတ်ဝန်းကျင်အကြောင်း အတိုချုပ်ရှင်းလင်းဖော်ပြချက်။ • ရွေးချယ်ထားသော အစားထိုးစီမံကိန်းကြောင့် ဖြစ်ပေါ်နိုင်သည့် သိသာထင်ရှားသော ပတ်ဝန်းကျင်ထိခိုက်မှုတစ်ခုချင်းစီအား အတိုချုပ်ရှင်းလင်း ဖော်ပြချက်(ထိုထိခိုက်မှုများ၏ အရေးပါမှု၊ နယ်ပယ်၊ ယင်းတို့ကို စီမံခန့်ခွဲမည့်နည်းလမ်းများအပါအဝင်)နှင့်စောင့်ကြပ်ကြည့်ရှုမည့် စည်းကမ်းချက်များ(အဖွဲ့အစည်းဆိုင်ရာ အစီအစဉ်များအပါအဝင်) - ဤရှင်းလင်းဖော်ပြချက်များတွင် စီမံကိန်း၏အဆင့်အားလုံးကို ထည့်သွင်း စဉ်းစားထားရမည်။ • ဆောင်ရွက်ခဲ့သည့် အများပြည်သူသဘောထားရယူခြင်းနှင့် ပြည်သူများပူပေါင်းပါဝင်ခြင်းလုပ်ငန်းများ။ • ပတ်ဝန်းကျင် စီမံခန့်ခွဲမှုအစီအစဉ် အကျဉ်းချုပ် (လျော့ပါးစေရေးနည်းလမ်းများအား အကောင်အထည်ဖော်ရန် ရန်ပုံငွေများ၊ EMP အကောင်အထည်ဖော်ရာတွင် စီမံကိန်းအဆိုပြုသူက ရိုက်ထုတ်မည့် လူ့စွမ်းအားအရင်းအမြစ်များ၊ လုပ်ငန်းခွင်နှင့်လုပ်ငန်းခွင်ပြင်ပတွင် စောင့်ကြပ်ကြည့်ရှုမည့် စည်းကမ်းချက်များ စသည် တို့ အပါအဝင်) • ထိခိုက်မှုများအား အကဲဖြတ်ခြင်းနှင့် စီမံခန့်ခွဲခြင်းတို့အား စီးပွါးရေး

		ရှထောင့်မှ သရုပ်ခွဲဆန်းစစ်ခြင်း။ • EIA အစီရင်ခံစာ၏ နိဂုံးချုပ်နှင့် အကြံပြုချက်များ။
၇။	အထွေထွေ	
(က)	• (စာမျက်နှာ-၂) Review Report တွင် Convalt Energy သည် Arbutus Consultants Pvt. Ltd. ကို ESIA အစီရင်ခံစာအား Review လုပ်ရန် လုပ်ငန်းအပ်နှံသည်ဟု ဖော်ပြထားသည်။ ESIA အစီရင်ခံစာပြုစုသူကို ရှင်းလင်းစွာ ဖော်ပြထားခြင်းမရှိပါ။ • (နောက်ဆက်တွဲ)- ESIA အစီရင်ခံစာ၏ အဆုံးတွင် Arbutus Consultants Pvt. Ltd. ၏ လုပ်ငန်းမှတ်တမ်းများကို ဖော်ပြထားသဖြင့် ဤ ESIA အစီရင်ခံစာကို Arbutus က ပြုစုသည်ဟု ယူဆရပါသည်။ အစီရင်ခံစာ ရေးသည့် အဖွဲ့နှင့် review လုပ်သည့် အဖွဲ့ တစ်ဖွဲ့တည်းဟုယူဆရန်ရှိသဖြင့် နည်းဥပဒေအရ၊ ကျင့်ဝတ်ပိုင်းအရ စဉ်းစားရန် လိုအပ်ပါ သည်။	• EIA report အား စီမံကိန်းပိုင်ရှင်မှ ရေးသားပြုစု၍ မရခြင်းကြောင့် ESIA အစီရင်ခံစာပြုစုသူကို ရှင်းလင်းစွာဖော်ပြရန် လိုအပ်ပြီး ကျွမ်းကျင်သည့် တတိယအဖွဲ့အစည်းမှ ရေးသားတင်ပြရန်၊ • အစီရင်ခံစာ၏ format အား ပြန်လည်ပြင်ဆင်ရေးသားရန်၊
(ခ)	• မြင်းခြံနှင့်မိတ္ထီလာ ၁၅၀ မဂ္ဂါဝပ် နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အားပေးစက်ရုံစီမံကိန်းနှစ်ခု၏ ESIA အစီရင်ခံစာ စာအုပ်(၂)အုပ်မှာ စီမံကိန်းအမည်နှင့် အကြောင်းအရာအချို့ ကွဲပြားသည်မှလွဲ၍ အရေးအသားအားလုံးထပ်တူပြုရေးသားထားပြီး စီမံကိန်းနှင့်ပတ်သက်သည့် အခြေခံအချက်အလက်များ ကောက်ယူဖော်ပြထားခြင်းမရှိပါ။	• စီမံကိန်းတည်နေရာကွဲပြားခြင်းကြောင့် စီမံကိန်းတည်နေရာပေါ် မူတည်ပြီး သက်ရောက်မှုကွဲပြားနိုင်သဖြင့် မြင်းခြံနှင့်မိတ္ထီလာ စီမံကိန်းနှစ်ခု၏ ESIA အစီရင်ခံစာ(၂) စောင်အား သီးခြားကောက်ယူရရှိသည့် အခြေခံအချက်အလက်များ (Baseline Study) အပေါ်မူတည်၍ သီးခြားတင်ပြရန် လိုအပ်ပါသည်။
(ဂ)	• ပုံ(၁) Soucre of Energy in Myanmar တွင် ဖော်ပြထားသည့် ကျောက်မီးသွေးရာခိုင်နှုန်းမှားယွင်းနေပါသည်။ • အခန်း(၂.၂) Climatic Conditions တွင် စီမံကိန်းနှင့်ပတ်သက်သည့် မိုးလေဝသဆိုင်ရာ secondary data များအား Internet မှ ရယူထားပါသည်။	• စီမံကိန်းအကြောင်းအရာနှင့်သက်ဆိုင်သည့် အချက်အလက်များ Update ဖြစ်ရန် လိုအပ်ပြီး သက်ဆိုင်ရာ ဝန်ကြီးဌာနများမှ Actual Data များအား ရယူဖော်ပြရန် လိုအပ်ပါသည်။

PROPOSAL OF THE PROMOTER

100% FOREIGN INVESTMENT

IN

THE REPUBLIC OF THE UNION OF MYANMAR

SOLAR POWER GENERATION

AT

MEIKHTILA AND MYINGYAN AREA, MANDALAY REGION

SUBMITTED BY

CONVALT ENERGY (MYANMAR) COMPANY LIMITED

CONVALT ENERGY
475 Park Avenue South, 32nd Floor
New York, NY 10016
Tel: +1.212.683.0400

To:

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: February 2016

Subject: **Submission of Investment Proposal to Myanmar Investment Commission**

Our Convalt Energy (Myanmar) Company Limited is 100% foreign company. We have the intention to operate a Solar Power Generation Plant in Meiktila and Myingyan Areas, Mandalay Region.

Therefore, we would like to submit the Investment Proposal (4) copies of Solar Power Generation to scrutinize according to the Foreign Investment Law.

Respectfully yours,

Mr. Hariharan Achuthan

CONVALT ENERGY
475 Park Avenue South, 32nd Floor
New York, NY 10016
Tel: +1.212.683.0400

To:

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: February 2016

Subject: **Application for issue of Permit for 100% Foreign Investment in the Republic of the Union of Myanmar.**

Dear Sir,

1. We have pleasure and honor to submit this application for the issue of the permit to operate the Solar Power Generation with the 100% investment of the United States of America (USA) in Nabuaing village, Myingyan Township, Myingyan District, and Wettoe/Wunthar villages, Tharzi Township, Meikhtila District, of Mandalay Region. Our company is formed by the directors representing to Convalt Mandalay Solar Private Limited, Singapore. We have the intention to produce Solar Power and only local sale in Myanmar. The Company desires to obtain an investment permit under the Republic of the Union of Myanmar Foreign Investment Law. The company has shareholding of 90% contributed by Mr. Hariharan Achuthan, 4.5 % by Mr. Christopher Anthony Korzonkiewicz, 4.5 % by Mr. Wins Tunnitisupawong and 1 % by Mr. Tord Erik Corfitz Thott.

2. In accordance with the Foreign Investment Law of the Republic of the Union of Myanmar, which was enacted in 2012, Convalt Energy (Myanmar) Company Limited is now applying for issue of Permit under Section 9 of Foreign Investment Law.

3. Convalt Mandalay Solar Private Limited's Memorandum of Association contains an objective to produce Solar Power. As per our business intention, we hereby submit the proposal to operate Solar Power Generation in Myanmar, where the factory will locate in 1000 acres land of the Nabuaing site, Myingyan Township,

Myingyan District, and 850 acres land of the Wettoe/Wunthar Site, Tharzi Township, Meikhtila District, Mandalay Region. We have made a detailed account of our project together with financial projections.

4. The investment asset will include **USD 480 million** (United States Dollar Four Hundred and Eighty Million only) including **USD 474 million** (United States Dollar Four Hundred and Seventy-Four Million only) for its machinery and equipment, which are essentially required to install and operate for the Solar Power production in Myanmar.

5. We attached the following relevant documents with the proposal.

a. Reference for the business and financial standing; (Bank Grantee or Bank Recommendation)
b. Copy of Memorandum of Association and Article of Association
c. Various Projections of different sectors and phases of the project
d. Land Lease Agreement
e. Power Purchase Agreement
f. Passport copies of all directors in the company

6. Furthermore, we are willing to apply for the following exemptions or relief from taxation allowed as per Section 12 of the Foreign Investment Law.

(a) Exemption from income tax for a period extending to 5 consecutive years inclusive of the year of commencement of services;
(b) Exemption or relief from income tax on profit of the business if we maintained in a reserve fund and reinvested within one year;
(c) Exemption or relief from customs duty or other internal taxes or both on machinery, equipment, instruments, machinery components, spare parts and materials used in the business, which are imported as they are actually required for use during the period of construction;
(d) Exemption or relief from customs duty or other internal taxes or both on such raw materials imported for the first 3 years' commercial production following three completion of construction
(e) Right to pay income tax payable in the State on behalf of foreigner employees and right to deduct such payment from the assessable income;
(f) Right to pay income tax on the income of foreigner employees at the same rate for local citizens;
(g) Right to deduct from the assessable income for research and development related to the business in Myanmar;

(h) Right to carry forward and set-off up to 3 consecutive years from the year the loss is sustained within 2 years immediately following the enjoyment of exemption or relief from income tax;

7. In order to perform the investment project, the investor wishes to apply for Myanmar Investment Commission Permit under the Foreign Investment Law.

8. Therefore, the investment proposals are presented for necessary scrutiny for issue of permit for 100% foreign investment.

Respectfully yours,

Mr. Hariharan Achuthan

CONVALT ENERGY
475 Park Avenue South, 32nd Floor
New York, NY 10016
Tel: +1.212.683.0400

To:

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: February 2016

Subject: **Submission of Investment Proposal to Myanmar Investment Commission**

Our Convalt Energy (Myanmar) Company Limited is 100% foreign company. We have the intention to operate a Solar Power Generation Plant in Meiktila and Myingyan Areas, Mandalay Region.

Therefore, we would like to submit the Investment Proposal (4) copies of Solar Power Generation to scrutinize according to the Foreign Investment Law.

Respectfully yours,

Mr. Hariharan Achuthan

CONVALT ENERGY
475 Park Avenue South, 32nd Floor
New York, NY 10016
Tel: +1.212.683.0400

To:

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: February 2016

Subject: **Undertaking of Environmental Protection**

Our Convalt Energy (Myanmar) Company Limited is 100% foreign company. We have the intention to operate a Solar Power Generation Plant in Meiktila and Myingyan Areas, Mandalay Region.

The plants are situated on 1850 acres of land. It will produce very clean energy made of Solar which will not make any effect to the environment. However, we had assigned ARBUTUS CONSULTANTS PVT LTD. to prepare the Environmental & Social Impact Assessment (ESIA).

Therefore, we would like to attach this ESIA report with the Proposal.

Respectfully yours,

Mr. Hariharan Achuthan

CONVALT ENERGY
475 Park Avenue South, 32nd Floor
New York, NY 10016
Tel: +1.212.683.0400

To:

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: February 2016

Subject: **Undertaking of Fire Protection**

Our Convalt Energy (Myanmar) Company Limited is 100% foreign company. We have the intention to operate a Solar Power Generation Plant in Meiktila and Myingyan Areas, Mandalay Region.

For the fire protection, we will allocate the machines in a neat and tidy position, and electrical wiring will be well placed and checked by the certified persons every six months to avoid any electrical fire. Fuel will be stored in a separate storage area which will not be near the working area.

We will follow the instructions of Mandalay Region Fire Brigade. We will give firefighting training to our employees twice a year in order to manage in case of a fire. Many units of fire extinguishers will be installed in many places within the plant.

Respectfully yours,

Mr. Hariharan Achuthan

CONVALT ENERGY
475 Park Avenue South, 32nd Floor
New York, NY 10016
Tel: +1.212.683.0400

To:

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: February 2016

Subject: **Undertaking of Employees' Welfare and Deduction of Salary Tax from Employees**

Our Convalt Energy (Myanmar) Company Limited is 100% foreign company. We have the intention to operate a Solar Power Generation Plant in Meiktila and Myingyan Areas, Mandalay Region.

Regarding the employees' welfare, we will abide by the Minimum Wages Law, Labor Laws, Social Security Law and other related laws in force.

We will provide a place for employees to have lunch. We will provide some food if overtime working and in some special occasions.

For health of employees, the annual medical check-up will be provided free of charge.

We surely deduct the tax from the salary of employees, and will duly deposit to the Internal Revenue Department.

Respectfully yours,

Mr. Hariharan Achuthan

CONVALT ENERGY
475 Park Avenue South, 32nd Floor
New York, NY 10016
Tel: +1.212.683.0400

To:

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: February 2016

Subject: **Explanation of Corporate Social Responsibility (CSR)**

Our Convalt Energy (Myanmar) Company Limited is 100% foreign company. We have the intention to operate a Solar Power Generation Plant in Meiktila and Myingyan Areas, Mandalay Region.

We allocate Corporate Social Responsibility (CSR) as 2% of the company's net profit. CSR will be used for donation to hospitals, National Development Program and the needy social society around the planet.

Respectfully yours,

Mr. Hariharan Achuthan

CONVALT ENERGY
475 Park Avenue South, 32nd Floor
New York, NY 10016
Tel: +1.212.683.0400

To:

Chairman
Myanmar Investment Commission
The Republic of the Union of Myanmar
Yangon

Date: February 2016

Subject: **Application for the exemption of custom duty for site use vehicles to be imported**

Our Convalt Energy (Myanmar) Company Limited is 100% foreign company. We have the intention to operate a Solar Power Generation Plant in Meiktila and Myingyan Areas, Mandalay Region.

Our project has two solar power generating plants, which are 1850 acres wide and also it is too far from each plant. So being the operators have to travel a lot in some off road areas, it is required to import those Ford Brand Cars (shown in pictures) to meet the work requirements. Since those cars cannot be bought locally, we have to import them from the USA as part of the investment.

Therefore, as the aforesaid cars are only working vehicles, we would like to grant the exemption of custom duty for the cars to be imported.

Respectfully yours,

Mr. Hariharan Achuthan

ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ကမကထ ပြုသူ၏ ဆောင်ရွက်ရန် အဆိုပြုချက်

PROPOSAL OF THE PROMOTER TO MAKE FROREIGN INVESTMENT IN THE REPUBLIC OF THE UNION OF MYANMAR

ပြည်ထောင်စု သမ္မတ မြန်မာနိုင်ငံတော်အတွင်း နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်ရန် ရင်းနှီးမြှုပ်နှံသူ / ကမကထပြုသူ၏အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ၊
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊

စာအမှတ်၊
ရက်စွဲ၊

ကျွန်တော်/ကျွန်မသည် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော် နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု ဥပဒေနှင့် အညီ ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှု ပြုလုပ်လိုပါသဖြင့် ခွင့်ပြုပါရန် အောက်ပါ အချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ သို့မဟုတ် ကမကထပြုသူ၏-

(က) အမည် ....

(ခ) အဖအမည် ....

(ဂ) နိုင်ငံသား စိစစ်ရေးကဒ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဃ) နိုင်ငံသား..

(င) နေရပ်လိပ်စာ ....

(၁) ပြည်တွင်း..

(၂) ပြည်ပနိုင်ငံ..

(စ) ပင်မကုမ္ပဏီအမည် ....

(ဆ) လုပ်ငန်းအမျိုးအစား..

(ဇ) ပင်မကုမ္ပဏီ တည်ရှိရာလိပ်စာ..

....

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါက ရင်းနှီးမြှုပ်နှံသူ နှင့် ဖက်စပ်ပြုလုပ်မည့် သူများ၏-

(က) အမည် ....

(ခ) အဖအမည် ....

(ဂ) နိုင်ငံသား စိစစ်ရေးကဒ်အမှတ်/ နိုင်ငံကူးလက်မှတ်အမှတ် ....

(ဃ) နိုင်ငံသား ....

(င) နေရပ်လိပ်စာ ....

(၁) ပြည်တွင်း..

(၂) ပြည်ပနိုင်ငံ..

Form (1)

Proposal of the Promoter to make Foreign
Investment in the Republic of the Union of Myanmar

To

The Chairman
Myanmar Investment Commission
Yangon

Reference No.
Date: ***February 2016***

I do apply for the permission to make investment in the Republic of the Union of Myanmar in accordance with Foreign Investment Law by furnishing the following particulars:-

1. The Investor's or Promoter's

(a) Name **Mr. Hariharan Achuthan**
(b) Father's name **Mr. Achuthan Hariharan**
(c) ID No./National Registration Card No Passport No. **506255391**
(d) Citizen **American**
(e) Address
(i) Address in Myanmar
(ii) Residence abroad **475, Park Avenue South, 32nd Floor, New York, NY 100016**
(j) Parent company **Convalt Mandalay Solar Private Limited**
(k) Type of business **Manufacturing**
(l) Parent company's address **10, Changi Business Park Central 2**
#05-01, Hansapoint@CBP
Singapore (486030)

2. If investment is to be made by joint-venture, the particulars of the persons wishing to participate in the joint-venture with the promoters:-

(a) Name
(b) Father's name
(c) ID No./National Registration Card No.
(d) Citizenship
(e) Address
   (i) Address in Myanmar

   (ii) Residence abroad ....
(f) Parent company ....
(g) Type of business ....

(h) Parent company's address ....

Remark: The following documents need to attach according to the above paragraph (1) and (2):-

(1) Company registration certificate (copy);
(2) National Registration Card (copy) and passport (copy);
(3) Evidence about the business and financial conditions of the participants of the proposed investment business;

3. Type of proposed investment business:-
(a) Manufacturing **Solar Power Generation**
(b) Service business related with manufacturing ....
(c) Service ....
(d) Others ....

Remark: Expressions about the nature of business with regard to the above paragraph (3)

4. Type of business organization to be formed:-
(a) One hundred percent **100%**
(b) Joint Venture:
(i) Foreigner and citizen
(ii) Foreigner and Government department/organization ....
(c) By contractual basis:
(a) Foreigner and citizen ....
(ii) Foreigner and Government department/organization ....

Remark: The following information need to attach for the above Paragraph (4):-

(i) Share ratio for the authorized capital from abroad and local, names, citizenships, addresses and occupations of the directors;**See Appendix (A)**

(ii) Joint Venture Agreement (Draft) and recommendation of the Union Attorney General Office if the investment is related with the State;

(iii) Contract (Agreement) (Draft)

5. Particulars relating to company incorporation
(a) Authorized capital .... **USD 500,000,000 (United States Dollar Five Hundred Million only)**
(b) Type of share ....**Ordinary Share**
(c) Number of shares ....**500,000,000 Shares**...

Remark: Memorandum of Association and Article of Association of the Company shall be submitted with regard to above paragraph 5.**Attached**

6. Particulars relating to capital of the investment business

	US$ (Million)
(a) Amount/percentage of local capital to be contributed	-
(b) Amount/percentage of foreign capital to be brought in	**480 100 % of total investment**
Total	**480** …………….
(c) Annually or period of proposed capital to be brought in	**Three years**
(d) Last date of capital brought in	**2018**
(e) Proposed duration of investment	**30years**….
(f) Commencement date of construction	NA
(g) Construction period	**(36) months**.

Remark: Describe with annexure if it is required for the above Para 6 (c)

7. Detail list of foreign capital to be brought in-

	Foreign Currency (Million)	Equivalent Kyat (Million)
(a) Foreign currency (Type and amount)	…**6**	………………..
(b) Machinery and equipment and ……………….. Value (to enclose detail list)	…**474**	…………..
(c) List of initial raw materials and value (to enclose detail list)	……………….	…………………
(d) Value of license, intellectual property industrial design, trade mark patent rights etc.	………………..	…………………
(e) Value of technical know-how	……………….	………………..
(f) Others Building ………………..	**…**	…………….
Total	…**480**…..	

Remark: The evidence of permission shall be submitted for the above para 7 (d) and (e).

8. Details of local capital to be contributed-

	US D(million)
(a) Amount	……………..
(b) Value of machinery and equipment (to enclose detail list)	………………
(c) Rental rate for building/land	……………….
(d) Cost of building construction	………………..
(e) Value of furniture and assets	………………..

(to enclose detail list)

(f) Value of initial raw material requirement ……………..

(to enclose detail list)

(g) Others …………………

Total

9. Particulars about the investment business-

(a) Investment location (s) /places **Region**

(b) Type and area requirement for land or land and building

(i) Location ……**Mandalay Region**

(ii) Number of land /building and area **1850Acres**

(iii) Owner of the land ……………………………………………………

(aa) Name/company/department … **Mandalay Region Government**

(bb) National Registration Card No. .

(cc) Address **Mandalay Region**

…………………………………………………………………...

(iv) Type of land …………………………**Farm Land**……………

(v) Period of land lease contract ……… **(70) years**………………

(vi) Lease period ……………………….. From …………… To (70) years

(vii) Lease rate ………………………………………………………………

(aa) Land ………………………**0.012355 USD/sq.m**…………

(bb) Building ……………………………………………………..

(viii) Ward ………………………………………..

(ix) Township ……………………………**Meikhtila and Myingyan Districts**…………

(x) State/Region ………………………**Mandalay Region**………………

(xi) Lessee ………………………………..

(aa) Name/Name of Company/Department: **Convalt Energy (Myanmar) Co., Ltd**.

(bb) Father's name …………………………………………

(cc) Citizenship ……………………………………………..

(dd) ID No./Passport No. ……………………………………...

(ee) Residence Address … **No. 27, U MaungMaungSoe Street,**
9th Mile Ward, Mayangone Township,
Yangon,

(dd) **MyanmarRemark**: Following particulars have to be enclosed for above Para 9 (b)

(i) to enclose land map, land ownership and ownership evidences;

(ii) draft land lease agreement, recommendation from the Union Attorney General Office if the land is related to the State;

(c) Requirement of building to be constructed;

(i) Type/number of building ....

(ii) Area ....

(d) Product t be produced /Service ....**Appendix (D)**..........

(1) Name of product .... **Appendix (D)**...........................

(2) Estimate amount to be produced annually ...... **Appendix (D)**.............................

(3) Type of services **Solar Power Generation**

(4) Estimate value of service annually

Remark: Detail list shall be enclosed with regard to the above para 9 (d).

(e) Annual requirement of materials/raw materials**NIL**

Remark: According to the above para 9 (e) detail list of products in term of type of products quantity, value, technical specifications for the production shall be listed and enclosed.

(f) Production system ....

(g) Technology ....

(h) System of sales ....**Local Sale100%**

(i) Annual fuel requirement ....
(to prescribe type and quantity)

(j) Annual electricity requirement .... **300,000 KW/hr**

(k) Annual water requirement ....1975 Cu Meter / day for construction time
50 Cu Meter / day for operation time

(to prescribe daily requirement, if any)

10. Detail information about financial standing-

(a) Name/company's name ....

(b) ID No./National Registration Card No./Passport No. ....

(c) Bank Account No. ....

Remark: To enclose bank statement from resident country or annual audit report of the principle company with regard to the above para 10.

11. Number of personnel required for the proposed economic activity:-

(a) Local personnel (**404**) number (**87.07**) %

(b) Foreign experts and technicians (**60**) number (**12.93**) %
(Engineer, QC, Buyer, Management, etc. based on the nature of business and required period)

Remark: As per para 11 the following information shall be enclosed:-

(i) Number of personnel, occupation, salary etc;

(ii) Social security and welfare arrangements for personnel;

(iii) family accompany with foreign employee;

12. Particulars relating to economic justification:-

	Foreign Currency	Equivalent Estimated Kyat
(a) Annual income	**Appendix (D)**	....
(b) Annual expenditure	**Appendix (E)**.	....
(c) Annual net profit	**Appendix (E)**	....
(d) Yearly investment	....	....
(e) Recoupment period	**14 years 10months**	
(f) Other benefits (to enclose detail calculations)	....	

13. Evaluation of environmental & social impact:-

(a) Introduction: Project Objective, Environmental Policy;
(b) Project context;
(c) Project Description;
(d) Environmental Impacts;
(e) Social Study;
(f) Environmental & Social Impact Assessment;
(g) Environmental & Social Management Plan;
(h) Conclusion

Signature ....

Name **Mr. Hariharan Achuthan**

Designation **Investor**

CONVALT ENERGY
25B Kanbawza Road, Golden Valley
Yangon, Myanmar
Tel: +95.99.7342.2269

Updated Machinery & Equipment List to be Imported for the Project (Appendix B-1)

Machinery & Equipment List for 180 MW DC (= 150 MW AC) Solar Farm at Myingyan Site				
Description	Unit of Measure	Model	Total Quantity	Estimated Cost
Panels	Poly – 310 Wp (Not less than 15% efficiency)	First Solar/Canadian Solar	662,000	$ 117,591,000.00
Inverters	1000 kW capacity Inverter	ABB/GE	264	$ 41,310,000.00
Switchgear/Transformers	Substation Equipment for Power Deliver	ABB/GE	166	$ 12,150,000.00
Structures	Hot Dipped Galvanized Steel structures for mounting the panels	Various	TBD	$ 36,450,000.00
Electrical Bulks	Cables, Fittings for electrical	Various	TBD	$ 24,300,000.00
Instrumentation Bulks	Cables, Fittings for instrumentation	Various	TBD	$ 4,860,000.00
Automobiles	Vehicles for navigating the work site	Ford	4	$ 339,000.00
	Myingyan Site Subtotal			*$ 237,000,000.00*

Machinery & Equipment List for 180 MW DC (= 150 MW AC) Solar Farm at Meiktila Site				
Description	Unit of Measure	Model	Total Quantity	Estimated Cost
Panels	Poly – 310 Wp (Not less than 15% efficiency)	First Solar/Canadian Solar	662,000	$ 117,591,000.00
Inverters	1000 kW capacity Inverter	ABB/GE	264	$ 41,310,000.00
Switchgear/Transformers	Substation Equipment for Power Deliver	ABB/GE	166	$ 12,150,000.00
Structures	Hot Dipped Galvanized Steel structures for mounting the panels	Various	TBD	$ 36,450,000.00
Electrical Bulks	Cables, Fittings for electrical	Various	TBD	$ 24,300,000.00
Instrumentation Bulks	Cables, Fittings for instrumentation	Various	TBD	$ 4,860,000.00
Automobiles	Vehicles for navigating the work site	Ford	4	$ 339,000.00
	Meiktila Site Subtotal			*$ 237,000,000.00*
	Project Grand Total			**$474,000,000.00**

CONVALT ENERGY
25B Kanbawza Road, Golden Valley
Yangon, Myanmar
Tel: +95.99.7342.2269

Nabuaing Plant

Civil & Structural Works

Bill of Quantity

*** This is a tentative Bill of Quantity, the finalized BOQ will be provided upon EPC and Design finalizations.**

CONVALT ENERGY
25B Kanbawza Road, Golden Valley
Yangon, Myanmar
Tel: +95.99.7342.2269

Project	50MW/55MWp SOLAR PV POWER PLANT IN NABUAING, MYANMAR	For Each 50 MW AC Plant			For Total 150 MW AC Plant
Title	CIVIL AND STRUCTURAL WORKS - BILL OF QUANTITY				
SL.NO.	ITEM	Quantity	UNIT	REMARKS	Quantity
I	TRACKER STRUCTURE & FOUNDATION PACKAGE				
	A) L&T TRACKER STRUCTURE (30 ROWS) WITH POLY CRYSTALLINE 315 Wp MODULE	146	NO'S		438
	B) FOUNDATION				
	I) ISOLATED FOOTING WITH REINFORCEMENT - DRIVE PORTION (1 NOS/30 ROW TRACKER)				
	ANCHOR BOLT (USING 20MM DIA -5.6 GRADE ANCHOR BOLT)				
	(30 ROWS STRUCTURE- 1 NO'S OF FOUNDATION; TOTAL NUMBER OF FOUNDATION =146*1= 146 NO'S)				
	CONCRETE (M25 GRADE)	1	Lot		3
	PCC CONCRETE (M10 GRADE)				
	EXCAVATION				
	AREA OF SHUTTERING				
	REINFORCEMENT (FE500)				
	II) PILE FOUNDATION- FOR TRACKER POST				
	SOIL BORING DEPTH FOR 146 TRACKERS (PER 30 ROW - 300 NOS.)	1	Lot		3
	VOLUME OF CONCRETE (M25 grade)				
	AREA OF SHUTTERING				
II	DC PACKAGE				
a)	CABLE TRENCH - STRUCTURE TO INVERTER ROOM - (BURIED TYPE)				
1	TYPE-A-1200WX1000D MM				
	EXCAVATION				
	BACK FILLING				
	SURPLUS EARTH	1	Lot		3
	SAND FILLING				
	2ND CLASS BRICK LAID ABOVE SAND FILLING (CLAY BRICK OF 100mm THK.)				
	WARNING TAPE				
2	TYPE-B-800WX1000D MM				
	EXCAVATION				
	BACK FILLING				
	SURPLUS EARTH	1	Lot		3
	SAND FILLING				
	2ND CLASS BRICK LAID ABOVE SAND FILLING (CLAY BRICK OF 100mm THK.)				
	WARNING TAPE				
b)	SUPPORT STRUCTURE & FOUNDATION FOR SMB MOUNTING	400	NO'S		1200
	SOIL BORING FOR PILE FOUNDATION				
	CONCRETE (M25 GRADE)	1	Lot		3
	STRUCTURAL STEEL				
	BOLTS & NUTS				
c)	ESE TYPE LIGHTNING ARRESTER POLE FOUNDATION	40	NO'S		120
	SOIL BORING FOR PILE FOUNDATION				
	CONCRETE (M25 GRADE)	1	Lot		3
	SHUTTERING				
III A	INVERTER ROOM -(RCC COLUMN WITH STEEL ROOF FRAME)				
	ROOM SIZE (15.96Mx6.3M)	12	No's.		36
a.	EARTHWORK				
	VOLUME OF EXCAVATION				
	VOLUME OF BACKFILLING	1	Lot		3
	REMOVAL OF SURPLUS EARTH				
b.	PCC (M10 GRADE)				
	VOLUME OF PCC (1:3:6) (FOR FOOTING + PLINTH BEAM)	1	Lot		3
	VOLUME OF PCC FOR FLOORING (1:3:6)				
c.	RCC (M25 GRADE)				
	LINTEL BEAM & SUNSHADE				
	PLINTH BEAM	1	Lot		3
	COLUMN				
	FOOTING				
d.	WEIGHT OF REINFORCEMENT- (Fe 500)				
	LINTEL BEAM & SUNSHADE				
	PLINTH BEAM	1	Lot		3
	COLUMN				
	FOOTING				
e.	AREA FOR SHUTTERING WORK				
	LINTEL BEAM & SUNSHADE				
	PLINTH BEAM	1	Lot		3
	COLUMN				
	FOOTING				
f	DAMP PROOF COURSE (1:2:4) - 40mm THICK	1	Lot		3

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d.	**WEIGHT OF REINFORCEMENT- (Fe 500)**				
	LINTEL BEAM & SUNSHADE	1	Lot		3
	PLINTH BEAM				
	COLUMN				
	FOOTING				
e.	**AREA FOR SHUTTERING WORK**				
	LINTEL BEAM & SUNSHADE	1	Lot		3
	PLINTH BEAM				
	COLUMN				
	FOOTING				
f	**DAMP PROOF COURSE (1:2:4) - 40mm THICK**	1	Lot		3
g	**BRICKWORK 230 mm THICK WITH 1:6 CM**	1	Lot		3
	BRICKWORK 350 mm THICK WITH 1:6 CM				
h	**PLASTERING**				
	EXTERNAL WALL PLASTERING SHALL BE 18MM THK IN 2 COATS, UNDER LAYER 12MM THK WITH CM 1:5+6mMM THK IN CM 1:6	1	Lot		3
	INTERNAL WALL PLASTERING 12MM THK CM 1:5				
i	**FLOOR FINISHING**				
	VITRIFIED TILES	1	Lot		3
j	**WALL FINISHES**				
	INTERNAL WALL - OIL BOUND DISTAMBER	1	Lot		3
	EXTERNAL WALL PAINTING - EXTERIOR EMULSION PAINT				
k.	**ROOFING SHEET**				
	THE ROOF SHALL BE OF MONOSLOPE WITH 0.50MM THICK PPGI -(PRE-PAINTED GALVANIZED) CORRUGATED SHEET FIXED ON TO THE FRAME WORK OF RAFTER AND PURLINS USING SELF-TAPPING SELF-DRILLING (STSD) SCREWS WITH SUITABLE WASHERS. THE THICKNESS OF PU FOAM SHALL BE 49mm IN CASE OF 50mm DESIGN.	1	Lot		3
l.	**STEEL STRUCTURE:**				
	STRUCTURAL STEEL WITH HOT DIP GALVANIZATION AS PER IS 4759:1996 & IS2629 AND PURLIN IS WITH COLDFORMED STEEL AND GALVANISATION SHALL BE AS PER IS277	1	Lot		3
m	**PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING**				
	WELL COMPACTED BRICK BATS - 75MM THK	1	Lot		3
	PCC (M10) - 50MM THK				
n	**JOINERIES**				
	ALUMINIUM WINDOWS SLIDING TYPE (1200X1200)				
	MS FIRE PROOF DOOR FRAME WITH DOUBLE PLATE FLUSH DOOR SHUTTER (2100X1000)- 1 LEAF	1	Lot		3
	MS FIRE PROOF DOOR FRAME WITH DOUBLE PLATE FLUSH DOOR SHUTTER (2100X1500)- 2 LEAF				
	STANDARD STEEL ROLLING SHUTTER (2000X3000)				
o	**INVERTER ROOM ACCESSORIES**				
i)	**BRICKWORK FOR STEPS AT FRONT AND BACKSIDE OF INVERTER ROOM**				
	BRICK MASONRY	1	Lot		3
	12MM THK PASTERING FOR SIDE WALLS OF STEPS (CEMENT MORTAR 1:6)				
ii)	**RAMP AT ENTRANCE OF INVERTER ROOM**				
	RCC M25 GRADE				
	REBAR (Fe 500)				
	BRICKWORK 350MM THICK	1	Lot		3
	COMPACTED EARTH FILLING				
	PLASTERING - 12MM THK WITH CEMENT MORTAR 1:6				
iii)	HANDRAIL FOR STEPS - 50 NB GI PIPE ALONG WITH INSERT PLATES	1	Lot		3
IV	**RCC CABLE TRENCH (INSIDE INVERTER ROOM)**	12	Nos.		36
1	**TYPE-A - (2800W x 1400D mm)**				
	EXCAVATION				
	SURPLUS EARTH				
	PCC (M10)				
	RCC (M25)	1	Lot		3
	REBAR - Fe 500				
	SHUTTERING				
	STRUCTURAL STEEL				
	CHEQURED PLATE - 5MM THK				

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2	**TYPE-B - (1000W x 1400D mm)**				
	EXCAVATION				
	SURPLUS EARTH				
	PCC (M10)				
	RCC (M25)	1	Lot		3
	REBAR - Fe 500				
	SHUTTERING				
	STRUCTURAL STEEL				
	CHEQURED PLATE - 5MM THK				
3	**PVC PIPE SLEEVE-300mmØ PIPE - 500mm LENGTH EACH**	1	Set		3
V.A	**2.2 MVA - INVERTER DUTY TRANSFORMER**	24	Nos.		72
1	***FOUNDATION FOR 2.2 MVA TRANSFORMER***				
	EXCAVATION				
	PCC (M10)				
	RCC (M25)				
	REBAR (Fe 500)				
	SHUTTERING				
	STRUCTURAL STEEL	1	Lot		3
	230 THK. BRICKWALL				
	PLASTERING 12MM THK				
	40MM GRAVEL FILLING				
	ANCHOR BOLTS (12MM DIA)				
2	**1.1 MVA- INVERTER DUTY TRANSFORMER**	2	No's		6
	FOUNDATION FOR 1.1 MVA TRANSFORMER				
	EXCAVATION				
	PCC (1:3:6)				
	RCC (M25)				
	REBAR (Fe 500)	1	Lot		3
	SHUTTERING				
	ANCHOR BOLTS (12MM DIA)				
	STRUCTURAL STEEL				
	40MM GRAVEL FILLING				
3	**100KVA - OUTDOOR AUXILIARY TRANSFORMER SUPPORT STRUCTURE & FOUNDATION**	1	No.		3
	SUPER STRUCTURE				
	STRUCTURAL STEEL FOR AUXILIARY TRANSFORMER	1	Lot		3
	BOLTS & NUTS				
	FOUNDATION				
	SOIL BORING TO DEPTH OF 1.2M/FOUNDATION FOR 350MM DIA PILE, TOTAL LENGTH OF BORING	1	Lot		3
	RCC M20				
	SHUTTERING (ABOVE FGL 0.15M)				
V.B	**CHAIN LINK FENCING - 1.80m Ht , 50x50x6 angle post , 2.5 c/c with wiremesh 75 x75 mm with (350x350mm) Masonary Work**				
	SOIL BORING FOR DRILLED PIER CONCERTE FOUDNDATION OF VERTICAL POST				
	PCC - (M10 GRADE) BELOW BRICK/STONE MASONRY				
	M20 GRADE CONCRETE				
	STRUCTURAL STEEL - VERTICAL POST	1	Lot		3
	BARBED WIRE - 4MM DIA				
	75x75MM CHAINLINK MESH - 10 GAUGE				
	LINE WIRE - 4MM DIA				
	BRICK/ STONE MASONRY - 350MM THK & 350MM DEPTH				
	PLASTERING - 12MM THK FOR MASONRY WALL				
	EXCAVATION FOR BRICK/STONE MASONRY				
V.C	**GATE -2.5m Wide x 2.00M Height**	1	Lot		3
	SOIL BORING FOR DRILLED PIER CONCERTE FOUDNDATION OF GATE POST				
	M20 GRADE CONCRETE				
	STRUCTURAL STEEL - (GATE STEEL MEMBERS + VERTICAL SUPPORT + PLATES)				

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VI	CABLE TRENCH (AC EVACUATION)- INVERTER ROOM TO CONTROL ROOM - (BURIED TYPE)				
a	TYPE - A - (500W x 1300D mm)	1	Lot		3
	EXCAVATION				
	BACK FILLING				
	SURPLUS EARTH				
	SAND FILLING (500Wx200D)				
	2ND CLASS BRICK LAID ABOVE SAND FILLING (CLAY BRICK OF 100mm THK.)				
	WARNING TAPE				
b	TYPE - B - (1000W x 1300D mm)	1	Lot		3
	EXCAVATION				
	BACK FILLING				
	SURPLUS EARTH				
	SAND FILLING (1000Wx200D)				
	2ND CLASS BRICK LAID ABOVE SAND FILLING (CLAY BRICK OF 100mm THK.)				
	WARNING TAPE				
c	TYPE - C - (1300W x 1300D mm)	1	Lot		3
	EXCAVATION				
	BACK FILLING				
	SURPLUS EARTH				
	SAND FILLING (1300Wx200D)				
	2ND CLASS BRICK LAID ABOVE SAND FILLING (CLAY BRICK OF 100mm THK.)				
	WARNING TAPE				
d	TYPE - D - (300W x 800D mm)	1	Lot		3
	EXCAVATION				
	BACK FILLING				
	SURPLUS EARTH				
	SAND FILLING (300Wx200D)				
	2ND CLASS BRICK LAID ABOVE SAND FILLING (CLAY BRICK OF 100mm THK.)				
	WARNING TAPE				
V	STORM WATER DRAINAGE - RCC DRAIN (RECTANGULAR) - INNER DIMENSION (0.8WX0.8D M), WALL THICKNESS - 100MM				
	TOTAL LENGTH	1	Lot		3
	EXCAVATION				
	BACK FILLING				
	SURPLUS EARTH				
	RCC M20				
	PCC M10 - 100 THK				
	REBAR - Fe500				
	SHUTTERING				
VII	NP-2 CLASS HUME PIPE - AC CABLE/DRAIN/ROAD CROSSING				
	300/500/600/700 MM DIA HUME PIPE -SINGLE -7M LENGTH	1	Set		3
VIII	WBM ROAD - 3.5 M WIDE WITH 0.5M SHOULDER ON EITHER SIDE (FROM MAIN GATE TO CONTROL ROOM, INTERNAL ROADS & PERIPHERAL ROADS)	1	Lot		3
	150MM SAND GRAVEL MIX FOLLOWED WITH 150mm WBM GRADE III - 95% COMPACTION BY USING 6-10 TON ROLLER WITH 6 PASSESS				
X	BOUNDARY FENCING - CHAIN LINK FENCING -1.8M HT + 0.3M HT BARBED WIRE AT TOP, 75X75X5 ANGLE POST, 3M C/C WITH WIREMESH 75 X75 MM				
	SOIL BORING FOR DRILLED PIER CONCERTE FOUDNATION FOR VERTICAL POST & STAY POST				
	M20 GRADE CONCRETE -(VERTICAL POST & STAY POST)	1	Lot		3
	STRUCTURAL STEEL - VERTICAL POST- ISA 75X75X6. (TWO STAY POST AT ALL CORNERS & A STAY POST AT EVERY 6TH POST)				
	BARBED WIRE 2.24MM DIA 3 STRANDS				
	75x75MM CHAINLINK MESH - 3.15MM DIA				
	LINE WIRE - 3.26MM DIA				
XI	MISCELLANCIOUS				
a	MAIN ENTRY GATE - 5M WIDE WITH WICKET GATE MINIMUM 1.25M WIDTH SHALL BE PROVIDED	1	NO.		3
b	SECURITY KISOSK - PRE-FAB	1	NO.		3

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XII	**SITE PREPERATION - GRADING & LEVELLING, SITE CLEARING LIKE CUTTING OF TREES, BUSHES, SHURBS ETC.**	1	Lot		3
XII	**CONTROL ROOM BUILDING - RCC FRAMED STRUCTURE WITH COMPOSITE ROOF SLAB**				
	ROOM SIZE (23.85 X 13.5m)	1	Lot		3
a.	**EARTHWORK**	1	Lot		3
	VOLUME OF EXCAVATION				
	VOLUME OF BACKFILLING				
	REMOVAL OF SURPLUS EARTH				
b.	**PCC (M10 GRADE)**	1	Lot		3
	VOLUME OF PCC (1:3:6) (FOR FOOTING + BELOW PLINTH WALL)				
	VOLUME OF PCC FOR FLOORING (1:3:6)				
c.	**RCC (M25 GRADE)**	1	Lot		3
	ROOF SLAB & BELT BEAM				
	LINTEL CUM SUNSHADE				
	PLINTH BEAM				
	COLUMN				
	FOOTING				
d.	**WEIGHT OF REINFORCEMENT (FE500)**	1	Lot		3
	ROOF SLAB & BELT BEAM				
	LINTEL CUM SUNSHADE				
	PLINTH BEAM				
	COLUMN				
	FOOTING				
e.	**AREA FOR SHUTTERING WORK**	1	Lot		3
	BELT BEAM				
	LINTEL CUM SUNSHADE				
	PLINTH BEAM				
	COLUMN				
	FOOTING				
f.	**DAMP PROOF COURSE (1:2:4) - 50mm THICK**	1	Lot		3
g	**BRICKWORK 230 mm THICK WITH 1:6 CM**	1	Lot		3
	BRICKWORK 350 mm THICK WITH 1:6 CM				
	BRICKWORK FOR STEPS AT FRONT AND BACKSIDE OF CONTROL ROOM				
	BRICK MASONRY				
	PLASTERING FOR SIDE WALLS OF STEPS				
h	**PLASTERING**	1	Lot		3
	EXTERNAL WALL PLASTERING 12mm THK + 6mm THK IN 2 LAYERS CM (1:5)				
	INTERNAL WALL PLASTERING (CEMENT MORTAR 1:4 - 12MM THK)				
i	**FLOOR FINISHING**	1	Lot		3
	VIRTIFIED TILE FLOORING				
	HEAVY DUTY CERAMIC TILE FLOORING				
	ACID/ALKALI RESISTANT TILE				
j	**WALL FINISHES**	1	Lot		3
	INTERNAL WALL - OIL BOUND DISTAMBER				
	EXTERNAL WALL PAINTING - (ACRYLIC EMULSION PAINT)				
k	**ROOF INSULATION**	1	Lot		3
	A. APPLY A CEMENT SLURRY COAT USING 2.75KG/SQ.M OF CEMENT ADMIXED WITH (SIKA LATEX/EQUIVALENT) WATER PROOFING COMPOUND. B. APPLY 12MM THICK LAYER OF CEMENT MORTAR OF MIX 1:5 ADMIXED WITH (SIKA LATEX/EQUIVALENT) WATER PROOFING COMPOUND TO REQUIRED SLOPE.				
	C. LAY 75MM THK BRICKS WITH 10MM TO 15MM GAP BETWEEN THE BRICKS AND GAPS FILLED WITH MORTAR (1:4) ADMIXED WITH (SIKA LATEX/EQUIVALENT) WATER PROOFING COMPOUND & COMPACT IT. D. AFTER PROPER CURING, APPLY 2ND COAT OF CEMENT SLURRY ADMIXED WITH (SIKA LATEX/EQUIVALENT) WATER PROOFING COMPOUND.				
	E. PREPARE THE TOP SURFACE WITH 12MM THICK JOINT LESS CEMENT MORTAR MIX (1:4) ADMIXED WITH (SIKA LATEX/EQUIVALENT) WATER PROOFING COMPOUND & FINISHED THE SURFACE WITH CEMENT SLURRY BY USING TROWEL.				
	RAIN WATER DOWN PIPES (UPVC- 100MM DIA)				

l	**JOINERIES**	1	Lot		3
	POWER COATED ALUMINIUM FRAME WITH GLAZED WINDOW PARTLY FIXED & OPENABLE (1350X1500)				
	POWER COATED ALUMINIUM FIRE PROOF DOOR FRAME WITH GLAZED DOUBLE DOOR SHUTTER (2100X1200)				
	MS FIRE PROOF DOOR FRAME WITH DOUBLE PLATE FLUSH DOOR SHUTTER (2100X1200)				
	MS FIRE PROOF DOOR FRAME WITH DOUBLE PLATE FLUSH DOOR SHUTTER (2100X1800)				
	PVC DOOR FRAME WITH 30MM THICK FLUSH DOOR SINGLE SHUTTER (750X2100)				
	PARTLY OPENABLE PARTLY FIXED GLAZED VENTILATOR WITH POWER COATED SECTION (400X600)				
	STANDARD STEEL ROLLING SHUTTER (2500X3000)				
m	**PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING**				
	WELL COMPACTED BRICK BATS - 75MM THK	1	Lot		3
	PCC (1:2:4) - 50MM THK				
n	**OTHERS**				
	STRUCTURAL STEEL LADDER FOR ROOF ACCESS	1	Lot		3
o	**COMPOSITE ROOF SLAB**	1	Set		3
	STRUCTURAL STEEL FOR BEAMS INCLUDING CONNECTING ANGLES AND PLATES				
	BOLTS AND NUTS				
	SHEETING FOR ROOF METAL DECK(1.25 MM THK) INCLUDING LAPPING				
	SHEAR STUDS - 16MM DIA & 100MM LENGTH				
p	***SEWERAGE SYSTEM***				
	SEPTIC TANK FOR 20 USERS ALONG WITH 1 NO. OF SOAK PIT	1	set.		3
	EXCAVATION				
	PCC (M20)				
	BRICK WORK IN CM (1:6)				
	PLASTERING IN CM (1:3)				
	RCC (M25)				
	REINFORCEMENT - Fe 500 GRADE				
	SHUTTERING				
	100 DIA. AC VENTILLATING PIPE 4.5M LONG WITH COWL				
	600X600MM. SIZE CI MANHOLE COVER WITH FRAME				
	450X450MM. SIZE CI MANHOLE COVER WITH FRAME				
	SEWERAGE LINE THROUGH 100 DIA. SW PIPE				
q.	**WATER SUPPLY & SANITARY**	1	set.		3
	WASH BASIN (550 X 400 MM) ABOVE PLATFORM WITH ALL FITTINGS.				
	WALL MOUNTED WC (WESTERN TYPE) 390 MM HIGH WITH TOILET PAPER ROLL HOLDER AND ALL FITTINGS.				
	WALL MOUNTED URINAL (430X260X350 MM SIZE) WITH ALL FITTINGS FOR MALE TOILET ONLY.				
	BATH ROOM MIRROR (600X450X6MM THICK) HARD BOARD BACKING				
	SOAP HOLDER & LIQUID SOAP DISPENSER				
	BIB COCK				
	CP BRASS TOWEL RAIL (600X20MM) WITH CP BRASS BRACKETS				
	MAN HOLE CHAMBER (450 x450)				
	PROVIDING, SUPPLYING AND FIXING CI FOR SOIL AND DRAIN PIPES UNDERGROUND INCLUDING ALL FITTINGS SUCH AS BENDS, TEES, BRANCHES CLAMPS,REDUCERS				
r.	PVC WATER STORAGE TANK - SINTEX OR EQUIVALENT MAKE CONFORMING TO IS:12701 - 1000 LIT CAPACITY	1	No.		3
s.	OFFICE FURNITURES - TABLE, DESKS & CHAIRS ETC.	1	Lot		3
t.	**RAMP AT ENTRANCE OF CONTROL ROOM**	1	No.		3
	RCC M25 FOR GRADE SLAB				
	REBAR - (Fe 500)				
	BRICKWORK 350MM THICK				
	COMPACTED EARTH FILLING				
	PLASTERING - 12MM THK				
n.	**RCC CABLE TRNCH INSIDE CONTROL ROOM BUILDING**				
1	**TYPE-A - (3000W x 1400D mm)**	1	Lot		3
	EXCAVATION				
	SURPLUS EARTH				
	PCC (M10)				
	RCC (M25)				
	REBAR - Fe 500				
	SHUTTERING				
	STRUCTURAL STEEL				
	CHEQURED PLATE -5MM THK				

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2	TYPE-B - (1000Wx1400D mm)	1	Lot		3
	EXCAVATION				
	SURPLUS EARTH				
	PCC (M10)				
	RCC (M25)				
	REBAR - Fe 500				
	SHUTTERING				
	STRUCTURAL STEEL				
	CHEQURED PLATE -5MM THK				
3	TYPE-C - (1000Wx1100D mm)	1	Lot		3
	EXCAVATION				
	SURPLUS EARTH				
	PCC (M10)				
	RCC (M25)				
	REBAR - Fe 500				
	SHUTTERING				
	STRUCTURAL STEEL				
	CHEQURED PLATE -5MM THK				
4	PVC PIPE SLEEVE - 300mm DIA PIPE FOR CABLE ENTRY INTO CONTROL ROOM - 500mm LENGTH EACH	1	Lot		3
XIV	LIGHTING POLE (AROUND THE PERIPHERY BOUNDARY)				
	FOUNDATION	1	Set		3
	PILE FOUNDATION - SOIL BORING				
	RCC M20				
	REBAR (Fe 500)				
XV	VENTILATION				
A	CONTROL ROOM (RCC BUILDING)				
	- TUBE AXIAL FANS (WALL MOUNTED), @10mmwg, THREE PHASE, CAPACITY : 12000 CMH	1	Set		3
	EXHAUST FAN (HEAVY DUTY PROPELLER TYPE) - SINGLE PHASE				
	- CAPACITY (M^3 / HR) - 6120				
	-CAPACITY (M^3 / HR) - 3900				
	-CAPACITY (M^3 / HR) - 1145				
	- AIR PRE-FILTERS - Type : G3 - Corrugated, Dimension : 610 x 610 mm; Air flow : 2000 CMH				
B	INVERTER ROOM				
	- TUBE AXIAL FANS (WALL MOUNTED), @10mmwg, THREE PHASE, CAPACITY : 12000 CMH	1	Set		3
	EXHAUST FAN (HEAVY DUTY PROPELLER TYPE) - SINGLE PHASE				
	- CAPACITY (M^3 / HR) - 2850				
	- AIR PRE-FILTERS - Type : G3 - Corrugated, Dimension : 610 x 610 mm; Air flow : 2000 CMH				
C	VENTILATION DUCT FOR INVERTERS IN CONTROL ROOM & INVERTER ROOM	50	sets		150

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Nabuaing Plant

DC Electrical

Bill of Quantity

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PROJECT:	50 MW/55 MWp SOLAR PV POWER PLANT AT NABUAING,MYANMAR	For Each 50 MW AC Plant			For Total 150 MW AC Plant
TITLE:	BILL OF QUANTITY -DC ELECTRICAL				
S.No	Item Description	Quantity	UOM	Remarks	Quantity
1	**MODULE**	174620	Nos		523860
	Poly Crystalline-315 Wp (1300mm Module Cable Length)				
2	**MODULE MOUNTING STRUCTURE- TRACKER- L&T (With control panel)**				
	Tracker -30 Rows of (40x1)	145	Nos	Subject to change as now of rows in tracker may vary based on the layout	435
	Motors				
	Field control box				
	Tracker - 16 Rows of (40x1)	1	Nos		3
	Motors				
	Field control box				
3	**TRACKER ACCESSORIES**	146	Nos		438
	Controller mounting accessories				
5	**String Monitoring Box**	400	Nos	Subject to change based on the module wattage	1200
	Configuration- 12 Inputs(Per Polarity)/ 1 Output				
	12 Inputs with MC4 connection for input cable and 30 A Fuse on positive polarity				
	1 Output with 400 A Disconnector Switch				
	Over voltage protection with SPD Class 2 -Iscpv -1000A				
	MC4 Connector - Male (For field cable connection to SMB)	4800	Nos	Part of SMB supply	14400
	MC4 Connector - Female (For field cable connection to SMB)	4800	Nos		14400
6	**WIRE HARNESS (2 INPUTS EACH WITH 1.5 MTR CABLE, COMPATIBLE MC4 CONNECTORS & 1 OUTPUT WITH 0.5 MTRS CABLE AND COMPATIBLE MC4 CONNECTORS- Y CONNECTORS)**				
	Male	4365	Nos	Subject to change based on the module wattage	13095
	Female	4365	Nos		13095
7	**MC4 Connectors**				
	Male	4370	Nos	Subject to change based on the module wattage	13110
	Female	4370	Nos		13110
8	**DC CABLES**				
8.01	**String to String Monitoring Box: Solar Grade Cable as per TUV 2 pfg 1169/08.2007 Specifications**	1	Lot		3
	6 sq.mm Single core 1.1 kV grade Copper(Unarmoured) with XLPO Insulation				
8.02	**String Monitoring Box to Inverter**	1	Lot		3
	300 sq.mm Single Core 1.1 kV grade Aluminium-Class 2 (Armoured) with XLPE Insulation				
8.03	**Terminations**				
	300 sq.mm Ring type Bimetallic lug	1	Lot		3
	Metallic gland suitable for terminating 300 sqmm cable (Inverter input terminations)				
	Metallic gland suitable for terminating 150sqmm armored cable (inverter earthing terminations)				
8.04	**Inverter side termintaions**				
	M12 / M14 SS (A2-70) Bolt (for DC input cables)	1	Lot		3
	M12 / M14 SS (A2-70) Spring Washer				
	M12 / M14 SS (A2-70) Plain Washer				
	M12 / M14 SS (A2-70) Nut				
8.05	**HDPE Conduit (for unarmoured cables in buried cable trench)**				
	Length (38mm dia)	1	Lot		3
	Couplers				
	T joints				
8.06	**Others**				
	Cable Tie (SS Ties)	1	Lot	As per site requirement	3
	Cable Markers and Clamps	1	Lot		3

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8.07	**String Monitoring Box Earthing**				
	16 Sq.mm cable- Copper(PVC insulated)				
	M12 GI (5.6 grade) Bolt				
	M12 GI (5.6 grade) Washer	1	Lot		3
	M12 GI (5.6 grade) Nut				
	16 sq.mm copper Lug- Ring type-(Hole dia-15mm) or flat pin type				
9	**INVERTER**				
	Type: Central (with negative grounding kit, gland plate, necessary hardware and accessories)	50	Nos		150
	Model: PVS800-57-1000kW-C				
	No.of Inputs: 8 (with 400A fuse at positive input side)				
	Ventilation Ducts	50	Sets		150
10	**SOLAR FIELD EARTHING**				
	M12 GI (5.6 grade) Bolt				
	M12 GI (5.6 grade) Washer	1	Lot		3
	M12 GI (5.6 grade) Nut				
	Module Earthing				
	2.5 sq. mm PVC sheathed XLPE Insulated copper cable for module earthing				
	M5 SS cap bolt				
	M5 SS flat washer	1	Lot		3
	M5 SS cup washer				
	M5 SS nut (with teeth)				
	Terminations on Structure side				
	M5 GI (5.6 grade) Bolt (25mm length)				
	M5 GI (5.6 grade) Plain Washer				
	M5 GI (5.6 grade) Spring Washer				
	M5 GI (5.6 grade) Nut				
	Lug to suit 2.5 Sq.mm cable (ring type)- Copper	1	Lot		3
	50 x 6 GI flat				
	25 x 3 GI flat				
	Treated Earth Pits (25 MM dia 3 M long MS rod)				
11	**LIGHTNING ARRESTORS**				
	Type: Early Streamer Emission	45	Nos.		135
	Protection: Level 4				
	Radius of Protection: 107 m				
12	**String Monitoring Box Mounting Structures**	400	Sets		1200

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Nabuaing Plant

AC Electrical

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	55MWp SOLAR PV POWER PLANT AT NABUAING,MYANMAR	For Each 50 MW AC Plant			For Total 150 MW AC Plant
Title	BILL OF QUANTITY -AC ELECTRICAL				
S.No	Item Description	Quantity	UOM	Remarks	Quantity
1	Control room Building - 23.4 (L) x 12.96 (W) - RCC	1	No		3
2	Inverter Room Building - 19 (L) x 5.9 (W)	12	Nos.		36
3	**TRANSFORMERS**				
	OUTDOOR OIL FILLED INVERTER DUTY TRANSFORMER:				
i)	2.2 MVA/1.1/1.1, 33/ 0.380/0.380 kV, Dy11y11, ONAN, OCTC ±5% IN STEP OF 2.5%, Z% = 6%	24	Nos.		72
ii)	1.1 MVA , 33/ 0.380 kV, Dy11, ONAN, OCTC ±5% IN STEP OF 2.5%, Z% = 5%	2	No.		6
iii)	100 KVA, 33/0.415KV, Dyn11, AN, OCTC ±5% IN STEP OF 2.5%,Z% = 4%, for control room auxiliary requirment	1	No.		3
Iv)	150 KVA, 33/0.415KV, Dyn11, AN, Z% = 4% for pooling substation auxiliary requirment	1	No.		3
	INDOOR DRY TYPE:				
i)	35KVA, 0.380/0.415KV, YNd1, AN, Z% = 4% with OCTC ±5% IN STEP OF 2.5%, with taplinks for Inverter room auxiliary requirment, Trafo panel with Changeover switch for two incomers, 63A TPN MCCB-2 nos.	12	Nos.		36
4	**Indoor 33kV HT switchgear with 630A Al bus bar for 25kA for 1 sec @ Inverter with inbuilt earth switch in Inverter Duty transformer Incoming VCB feeders**	12	Nos.		36
i)	630A VCB from inverter duty transformer - 2 Nos				
ii)	630A VCB with line PT for outgoing feeder to control room main HT panel - 1 No				
5	**Indoor 33kV HT switchgear with 1000A Al bus for 25kA for 1 Sec @ Control room with TVM metering,PQM at outgoing feeders and MFM metering for incoming feeders with inbuilt earth switch in all VCB feeders**	1	No.		3
i)	630A VCB from Inverter rooms HT switchgear - 12 Nos.				
ii)	630A VCB from Control Room Inv.Duty Transformers - 2 Nos				
iii)	630A VCB Aux. transformer feeder - 1No.(for Control room Aux power consumption)				
iv)	1000A VCB Outgoing breaker with Line PT - 2 Nos.				
v)	Bus PT - 2 Nos				
vi)	1000 A Bus Coupler - 1 No.				
vii)	630A VCB Aux. transformer feeder - 1No.(for Pooling Substation, Aux power consumption)			For Pooling substation Power Consumption	
6	**LT DISTRIBUTION PANELS**				
i)	415V Indoor Main Auxiliary distribution panel - 200A, 25kA for 1 sec with @ Control room I/C –200A MCCB TPN (Microprocessor release) – 1No. (with 200/1A, CL: 0.5 CT & MFM & voltmeter)	1	No.		3
ii)	415 V Indoor UPS AC distribution board with 40 A, (Three Phase Four wire) for 9kA for 1 sec with incoming & outgoing feeders @Control room I/C – 40A TPN MCB – 1No.	1	No.		3
iii)	415 V Indoor UPS AC distribution board (Three Phase Four wire) with 40 A, for 9kA for 1 sec with incoming & outgoing feeders @ Inverter room I/C – 40A TPN MCB – 1No.	12	Nos.		36
iv)	415V Indoor Aux load panel with 63A TPN MCCB for 25 kA for 1 sec with incoming & outgoing feeders @ Inverter room (with 63/1A, CL: 0.5 CT & MFM + 27/59+2 & voltmeter) I/C – 63 A MCCB TPN – 1No.	12	Nos.		36
v)	415V lighting distribution board 9kA for 1 sec with incoming & outgoing feeders at control room & Inverter Room I/C –32A MCB TPN – 1No.	13	No		39
7	**UPS & BATTERY, BATTERY CHARGER & DCDB**				
i)	100AH, 110V, 1.85 ECV Valve Regulated Lead Acid (VRLA) & Selaed MaintenanceFree (SMF) Batteries with 1 hr. battery backup @ control room	1	No		3
ii)	Float charger + Float Cum Boost Charger (30A) (FC+FCBC) Battery Charger Panel with inbuilt 110V Non Compartmentalised DCDB @ Control room	1	No		3
iii)	20 kVA, 415/415V 3phase to 3 phase UPS with 1 hr battery back up at inverter room (battery bank shall be SMF/VRLA type)	12	Nos.		36
iv)	12.5 kVA, 415/415 V 3phase to 3 phase UPS with 1 hr battery back up at Control room (battery bank shall be SMF/VRLA type)	1	No		3

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8	**AC CABLE**				
a)	**HT POWER CABLES, 33KV (E), XLPE, Al ARMOURED CABLE (FRLS outer sheath)**				
i)	3C X 185 SQ.MM Al. CABLE	1	Lot		3
ii)	1C X 630 SQ.MM Al. CABLE				
iii)	Trefoils Clamps for 1C X 630 SQ.MM Al. CABLE	1			3
b)	**INDOOR & OUTDOOR TERMINATION (HT TERMINATION KIT)**				
i)	3C X 185 SQ.MM Al. CABLE	1	Lot		3
ii)	1C X 630 SQ.MM Al. CABLE				
c)	**STRAIGHT THROUGH JOINTING KIT**				
i)	3C X 185 SQ.MM	1	Lot		3
ii)	1C X 630 SQ.MM Al. CABLE				
d)	**1.1kV, XLPE insulation Al Armoured Cable (Inverter to Inverter duty transformer)**				
i)	1CX300 Sq.mm Al. CABLE, with aluminium armouring	1	Lot		3
ii)	Trefoils Clamps for 1C X 300 SQ.MM Al. CABLE				
e)	**TERMINATIONS FOR THE ABOVE (Lugs and Glands)**	1	Lot		3
f)	**1.1kV,XLPE insulation Armoured cables (Plant Auxiliary system cable)**				
i)	3.5CX95 Sq.mm Al cable	1	Lot		3
ii)	3.5CX35 Sq.mm Al cable				
iii)	3CX25 Sq.mm Aluminium cable				
iv)	4CX25 Sq.mm Aluminium cable				
v)	4CX16 Sq.mm Al cable				
vi)	4CX10 Sq.mm Al cable				
vii)	4CX6 Sq.mm Copper cable				
viii)	3Cx2.5 Sq.mm Copper cable , Unarmoured, Flexible cable (tracker controller to Motor)				
ix)	3CX2.5 Sq.mm Cu. Cable				
f)	**TERMINATION FOR THE ABOVE (Glands & Lugs)**	1	Lot		3
i)	**CONTROL CABLES (1.1kV, XLPE insulation cable)**				
i)	14CX1.5 Sq.mm Cu. Cable & associated lugs and Glands	1	Lot		3
9	**CABLE TRAY AND SUPPORT SYSTEM**	1	Lot		3
a	*PERFORATED TRAY (2mm THICK GALVANIZED TRAY)*				
b	*LADDER TYPE TRAY (2mm THICK GALVANIZED TRAY)*				
c.	L bend				
d.	T bend				
e.	nut washer and other accessories				
10	**EARTHING CONDUCTOR**				
a.	GI Flat	1	Lot		3
b.	1CX150 Sq.mm,Armoured, 1.1kV, XLPE Cu.cable & associated Lugs and Glands				
c.	50mm Dia Pipe Electrode (Treated Earth Pit)				
d.	8mm SWG wire				
11	**SPLIT AC (2T)**				
a.	Control room (SCADA room)	1	No		3
12	**LIGHTING FOR CONTROL ROOM & INVERTER ROOM & OUTDOOR LIGHTING, with associated cables and terminations**	1	Lot		3
13	**MISCELLANEOUS ITEMS**	1	Lot		3
14	**Fire extinguishers & fire alarm system for control Room and Inverter Room, interconnection cable and terminations**	1	Lot		3

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Nabuaing Plant

Tracker Control

Bill of Quantity

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PROJECT:	50 MW/55 MWp SOLAR PV POWER PLANT AT NABUAING,MYANMAR	For Each 50 MW AC Plant			For Total 150 MW AC Plant
TITLE:	BILL OF QUANTITY - INSTRUMENTATION (SCADA)				
S.No	Item Description	Quantity	Unit	Remarks	Quantity
1	**Tracker Control Panel at field (Outdoor - IP65 with Canopy arrangement)**	146	No		438
	a. Central Processing Unit & Drive for Actuator	1	No		3
	b. Power Supply Unit for Controller	1	No		3
	c. 16 Channel DI card	1	No		3
	d. 4 Channel AI card	1	No		3
	e. 4 Port Ethernet Switch	1	No		3
	f. RS 485 Gateway with Surge Protection device & Isolator	1	No		3
	g. HMI screen	1	No		3
2	Inclinometer with 10 Meter cable	146	No		438
3	Wind Speed Sensor with direct 4-20mA output, with Adequate sensor cable	13	No		39
4	**Tracker Software**				
	Tracker software with inbuilt Solar library license, Tracker function blocks SW library	1	No		3
5	**Accessories for Tracker Monitoring**				
a.	Armoured 2 Pair 0.5sqmm shielded RS 485 cable	1	Lot		3
b.	Unarmoured 8 Core 0.75 sqmm Cable				
c.	16Sqmm green/yellow Cable for Earthing Cable				
d.	Earthing Kit (GI Rods, Charcoal and Salt)	1	Lot		3
e.	Mounting Arrangement for Tracker Field Panel	146	set		438
f.	Mouting Arrangement for Anemometer	13	set		39
g.	TB box for Limit swtiches & Encoder	146	Nos		438
h.	Nuts and bolts for mounting the panels	1	Lot		3
i.	HDPE conduit (25 mm flexible)	1	Lot		3

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Nabuaing Plant

SCADA

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PROJECT:	50 MW/55 MWp SOLAR PV POWER PLANT AT NABUAING,MYANMAR	For Each 50 MW AC Plant			For Total 150 MW AC Plant
TITLE:	BILL OF QUANTITY - INSTRUMENTATION (SCADA)				
S.No	Item Description	Quantity	Unit	Remarks	Quantity
1	**CPU Panel at Main Control Room (IP40)**	1	No		3
	a. Central Processing Unit	1	No		3
	b. Power Supply Unit for Controllers	1	No		3
	c. 8 Port Ethernet Switch with 2 FO Port	2	No		6
	d. 8 Port Unmanaged Switch	1	No		3
	e. RS 485 Gateway - Dual channel	5	Nos		15
	f. Modbus Surge Protection device - Dual channel	5	Nos		15
	g. Modbus Isolator cum repeater - Dual channel	5	Nos		15
	h. GSM/GPRS Modem for SMS alert	1	No		3
	i. 16 Channel DI card	3	Nos		9
2	**RIO Panel at Inverter Room (IP54)**	12	Nos		36
	a. Central Processing Unit	1	No		3
	b. Power Supply Unit for Controllers	1	No		3
	c. 8 Port Ethernet Switch with 2 FO Port	1	No		3
	d. RS 485 Gateway - Dual Channel Channel	4	No		12
	e. Modbus Surge Protection device - Dual Channel	4	No		12
	f. Modbus Isolator cum repeater - Dual Channel	4	No		12
	g. 16 Channel DI card	1	Nos		3
3	**PLCC Interface Panel (In Control Room)**				
	a. 101/104 controller for PLCC interface	1	No		3
	b. Power Supply Unit	1	No		3
	c. 8 port Managed Ethernet Switch with direct 2 FO interface	1	No		3
	d. Gateway for upward connectivity at Load Dispatch Centre on IEC104 Protocol	1	No		3
	e. Modem/Router suitable for leased line/PLCC (At Plant)	1	No		3
	f. RS 485 Gateway with 2 MODBUS port	2	No		6
	g. Modbus Surge Protection device-Dual Channel	2	No		6
	h. Modbus Isolator - Dual Channel	2	No		6
	i. 16 Channel DI card	1	No		3
	j. 16 Channel DO card	1	No		3
	k. 16 Channel AI card	1	No		3
	l. 16 Channel AO card	1	No		3

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4	**Met Station Equipments with necessary mounting arrangements**	**3**	**set**		9
a	Global Horizontal Irradiation Pyranometer (CMP 11 or equivalent)	1	No		3
b	Tilted Irradiation Pyranometer (CMP 11 or equivalent)	3	No		9
d.	Ambient Temperature Sensor	3	No		9
e.	Module Surface Temperature Sensor	3	No		9
f.	Wind Vane	1	No		3
g.	Wind Speed	3	No		9
h.	Dalalogger	3	No		9
5	**Server cum Engineering Workstation (EWS)**	**1**	**No**		3
a.	Server Grade PC with RAID 5 Configuration; Windows 7 Operating System/Windows server; 21 Inch LCD Monitor; intel i5 Processor 2.7 GHz;4 TB Hard Disk Capacity; 8 GB DDR3; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office, Adobe reader and Antivirus license for 1 year				
6	**Operator Workstation (OWS)**	**1**	**No**		3
a.	PC with Windows 7 Operating System; 21 Inch LCD Monitor; intel i5 Processor 2.7 GHz; 2TB Hard Disk Capacity; 4 GB DDR3; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office, Adobe reader and Antivirus license for 1 year				
7	**Operator Workstation for Tracker (OWS)**	**1**	**No**		3
a.	PC with Windows 7 Operating System, Tracker software; 21 Inch LCD Monitor; intel i5 Processor 2.7 GHz; 2TB Hard Disk Capacity; 4 GB DDR3; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office, Adobe reader and Antivirus license for 1 year				
8	Internet with Two static IP at the transfer rate of 2Mbps to be provided	1	No		3
9	**SCADA SOFTWARE (OPC ENABLED)**				
a.	Programming Software for individual PLC	1	No		3
b.	SCADA Software with OPC connectivity and Tracker Libraries shall be installed in the Server cum Engineering Workstation (16300 Tags to be considered SCADA)	1	No		3
c.	Web Client Access License	1	No		3
d.	SMS Gateway Software	1	No		3

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10	Earthing Kit (GI Rods, Charcoal and Salt)	1	Lot		3
11	3 pin socket	1	Set		3
12	Mounting Arrangement for CPU, RIO and PLCC Panel	1	Lot		3
14	Nuts and bolts for mounting the panel	1	lot		3
15	Armoured 2.5 sq mm 3 core Flexible Power Supply cable	1	Lot		3
16	Armoured 2 Pair 0.5sqmm shielded RS 485 cable				
17	16Sqmm green/yellow Cable for Earthing Cable				
18	Armored 14 core 1 sq.mm Cu cable				
19	CAT 6 Cable				
20	4 core Multimode Armoured OFC cable				
21	RJ45 Jackets	1	lot		3
22	Lugs and Ferrules (tinned copper armoured and shielded)	1	lot		3
23	Table Top Console For server cum EWS, OWS and Printer with necess	4	Nos		12
24	A4 size Laser Jet B/W Printer	1	No		3
25	RS485 & FO Termination with necessary accessories	1	lot		3
26	HDPE Conduit (38 mm)	1	lot		3
27	RS-485/RS232 to Serial USB converter	1	No		3
	The following equipment are considered for monitoring				
1	Inverters				
2	SMB				
3	MFM / TVM				
4	Vacuum Circuit Breaker (ON, OFF status monitoring)				
5	Weather Station				
6	Inverter Duty Transformer (WTI, OTI, Bucholz, MOG - Alarm/Trip status monitoring) AuxiliaryTransformer (WTI status monitoring)				

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Wundwin Plant

Civil & Structural Works

Bill of Quantity

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Project	50MW/55MWp SOLAR PV POWER PLANT IN WUNDWIN, MYANMAR	For Each 50 MW AC Plant			For Total 150 MW AC Plant
Title	CIVIL AND STRUCTURAL WORKS - BILL OF QUANTITY				
SL.NO.	ITEM	Quantity	UNIT	REMARKS	Quantity
I	TRACKER STRUCTURE & FOUNDATION PACKAGE				
	A) L&T TRACKER STRUCTURE (30 ROWS) WITH POLY CRYSTALLINE 315 Wp MODULE	146	NO'S		438
	B) FOUNDATION				
	I) ISOLATED FOOTING WITH REINFORCEMENT - DRIVE PORTION (1 NOS/30 ROW TRACKER)				
	ANCHOR BOLT (USING 20MM DIA -5.6 GRADE ANCHOR BOLT)				
	(30 ROWS STRUCTURE- 1 NO'S OF FOUNDATION; TOTAL NUMBER OF FOUNDATION =146*1= 146 NO'S)				
	CONCRETE (M25 GRADE)	1	Lot		3
	PCC CONCRETE (M10 GRADE)				
	EXCAVATION				
	AREA OF SHUTTERING				
	REINFORCEMENT (FE500)				
	II) PILE FOUNDATION- FOR TRACKER POST				
	SOIL BORING DEPTH FOR 146 TRACKERS (PER 30 ROW - 300 NOS.)	1	Lot		3
	VOLUME OF CONCRETE (M25 grade)				
	AREA OF SHUTTERING				
II	DC PACKAGE				
a)	CABLE TRENCH - STRUCTURE TO INVERTER ROOM - (BURIED TYPE)				
1	TYPE-A-1200WX1000D MM				
	EXCAVATION				
	BACK FILLING				
	SURPLUS EARTH	1	Lot		3
	SAND FILLING				
	2ND CLASS BRICK LAID ABOVE SAND FILLING (CLAY BRICK OF 100mm THK.)				
	WARNING TAPE				
2	TYPE-B-800WX1000D MM				
	EXCAVATION				
	BACK FILLING				
	SURPLUS EARTH	1	Lot		3
	SAND FILLING				
	2ND CLASS BRICK LAID ABOVE SAND FILLING (CLAY BRICK OF 100mm THK.)				
	WARNING TAPE				
b)	SUPPORT STRUCTURE & FOUNDATION FOR SMB MOUNTING	400	NO'S		1200
	SOIL BORING FOR PILE FOUNDATION				
	CONCRETE (M25 GRADE)	1	Lot		3
	STRUCTURAL STEEL				
	BOLTS & NUTS				
c)	ESE TYPE LIGHTNING ARRESTER POLE FOUNDATION	40	NO'S		120
	SOIL BORING FOR PILE FOUNDATION				
	CONCRETE (M25 GRADE)	1	Lot		3
	SHUTTERING				
III A	INVERTER ROOM -(RCC COLUMN WITH STEEL ROOF FRAME)				
	ROOM SIZE (15.96Mx6.3M)	12	No's.		36
a.	EARTHWORK				
	VOLUME OF EXCAVATION				
	VOLUME OF BACKFILLING	1	Lot		3
	REMOVAL OF SURPLUS EARTH				
b.	PCC (M10 GRADE)				
	VOLUME OF PCC (1:3:6) (FOR FOOTING + PLINTH BEAM)	1	Lot		3
	VOLUME OF PCC FOR FLOORING (1:3:6)				
c.	RCC (M25 GRADE)				
	LINTEL BEAM & SUNSHADE				
	PLINTH BEAM	1	Lot		3
	COLUMN				
	FOOTING				

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d.	WEIGHT OF REINFORCEMENT- (Fe 500)				
	LINTEL BEAM & SUNSHADE	1	Lot		3
	PLINTH BEAM				
	COLUMN				
	FOOTING				
e.	AREA FOR SHUTTERING WORK				
	LINTEL BEAM & SUNSHADE	1	Lot		3
	PLINTH BEAM				
	COLUMN				
	FOOTING				
f	DAMP PROOF COURSE (1:2:4) - 40mm THICK	1	Lot		3
g	BRICKWORK 230 mm THICK WITH 1:6 CM	1	Lot		3
	BRICKWORK 350 mm THICK WITH 1:6 CM				
h	PLASTERING				
	EXTERNAL WALL PLASTERING SHALL BE 18MM THK IN 2 COATS, UNDER LAYER 12MM THK WITH CM 1:5+6mMM THK IN CM 1:6	1	Lot		3
	INTERNAL WALL PLASTERING 12MM THK CM 1:5				
i	FLOOR FINISHING				
	VITRIFIED TILES	1	Lot		3
j	WALL FINISHES				
	INTERNAL WALL - OIL BOUND DISTAMBER	1	Lot		3
	EXTERNAL WALL PAINTING - EXTERIOR EMULSION PAINT				
k.	ROOFING SHEET				
	THE ROOF SHALL BE OF MONOSLOPE WITH 0.50MM THICK PPGI -(PRE-PAINTED GALVANIZED) CORRUGATED SHEET FIXED ON TO THE FRAME WORK OF RAFTER AND PURLINS USING SELF-TAPPING SELF-DRILLING (STSD) SCREWS WITH SUITABLE WASHERS. THE THICKNESS OF PU FOAM SHALL BE 49mm IN CASE OF 50mm DESIGN.	1	Lot		3
l.	STEEL STRUCTURE:				
	STRUCTURAL STEEL WITH HOT DIP GALVANIZATION AS PER IS 4759:1996 & IS2629 AND PURLIN IS WITH COLDFORMED STEEL AND GALVANISATION SHALL BE AS PER IS277	1	Lot		3
m	PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING				
	WELL COMPACTED BRICK BATS - 75MM THK	1	Lot		3
	PCC (M10) - 50MM THK				
n	JOINERIES				
	ALUMINIUM WINDOWS SLIDING TYPE (1200X1200)				
	MS FIRE PROOF DOOR FRAME WITH DOUBLE PLATE FLUSH DOOR SHUTTER (2100X1000)- 1 LEAF	1	Lot		3
	MS FIRE PROOF DOOR FRAME WITH DOUBLE PLATE FLUSH DOOR SHUTTER (2100X1500)- 2 LEAF				
	STANDARD STEEL ROLLING SHUTTER (2000X3000)				
o	INVERTER ROOM ACCESSORIES				
i)	BRICKWORK FOR STEPS AT FRONT AND BACKSIDE OF INVERTER ROOM				
	BRICK MASONRY	1	Lot		3
	12MM THK PASTERING FOR SIDE WALLS OF STEPS (CEMENT MORTAR 1:6)				
ii)	RAMP AT ENTRANCE OF INVERTER ROOM				
	RCC M25 GRADE				
	REBAR (Fe 500)	1	Lot		3
	BRICKWORK 350MM THICK				
	COMPACTED EARTH FILLING				
	PLASTERING - 12MM THK WITH CEMENT MORTAR 1:6				
iii)	HANDRAIL FOR STEPS - 50 NB GI PIPE ALONG WITH INSERT PLATES	1	Lot		3
IV	RCC CABLE TRENCH (INSIDE INVERTER ROOM)	12	Nos.		36
1	TYPE-A - (2800W x 1400D mm)				
	EXCAVATION				
	SURPLUS EARTH				
	PCC (M10)				
	RCC (M25)	1	Lot		3
	REBAR - Fe 500				
	SHUTTERING				
	STRUCTURAL STEEL				
	CHEQURED PLATE - 5MM THK				

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2	TYPE-B - (1000W x 1400D mm)				
	EXCAVATION				
	SURPLUS EARTH				
	PCC (M10)				
	RCC (M25)	1	Lot		3
	REBAR - Fe 500				
	SHUTTERING				
	STRUCTURAL STEEL				
	CHEQURED PLATE - 5MM THK				
3	PVC PIPE SLEEVE-300mmØ PIPE - 500mm LENGTH EACH	1	Set		3
V.A	2.2 MVA - INVERTER DUTY TRANSFORMER	24	Nos.		72
1	*FOUNDATION FOR 2.2 MVA TRANSFORMER*				
	EXCAVATION				
	PCC (M10)				
	RCC (M25)				
	REBAR (Fe 500)				
	SHUTTERING				
	STRUCTURAL STEEL	1	Lot		3
	230 THK. BRICKWALL				
	PLASTERING 12MM THK				
	40MM GRAVEL FILLING				
	ANCHOR BOLTS (12MM DIA)				
2	1.1 MVA- INVERTER DUTY TRANSFORMER	2	No's		6
	FOUNDATION FOR 1.1 MVA TRANSFORMER				
	EXCAVATION				
	PCC (1:3:6)				
	RCC (M25)				
	REBAR (Fe 500)	1	Lot		3
	SHUTTERING				
	ANCHOR BOLTS (12MM DIA)				
	STRUCTURAL STEEL				
	40MM GRAVEL FILLING				
3	100KVA - OUTDOOR AUXILIARY TRANSFORMER SUPPORT STRUCTURE & FOUNDATION	1	No.		3
	SUPER STRUCTURE				
	STRUCTURAL STEEL FOR AUXILIARY TRANSFORMER	1	Lot		3
	BOLTS & NUTS				
	FOUNDATION				
	SOIL BORING TO DEPTH OF 1.2M/FOUNDATION FOR 350MM DIA PILE, TOTAL LENGTH OF BORING	1	Lot		3
	RCC M20				
	SHUTTERING (ABOVE FGL 0.15M)				
V.B	CHAIN LINK FENCING - 1.80m Ht , 50x50x6 angle post , 2.5 c/c with wiremesh 75 x75 mm with (350x350mm) Masonary Work				
	SOIL BORING FOR DRILLED PIER CONCERTE FOUDNDATION OF VERTICAL POST				
	PCC - (M10 GRADE) BELOW BRICK/STONE MASONRY				
	M20 GRADE CONCRETE				
	STRUCTURAL STEEL - VERTICAL POST	1	Lot		3
	BARBED WIRE - 4MM DIA				
	75x75MM CHAINLINK MESH - 10 GAUGE				
	LINE WIRE - 4MM DIA				
	BRICK/ STONE MASONRY - 350MM THK & 350MM DEPTH				
	PLASTERING - 12MM THK FOR MASONRY WALL				
	EXCAVATION FOR BRICK/STONE MASONRY				
V.C	GATE -2.5m Wide x 2.00M Height	1	Lot		3
	SOIL BORING FOR DRILLED PIER CONCERTE FOUDNDATION OF GATE POST				
	M20 GRADE CONCRETE				
	STRUCTURAL STEEL - (GATE STEEL MEMBERS + VERTICAL SUPPORT + PLATES)				

XII	SITE PREPERATION - GRADING & LEVELLING, SITE CLEARING LIKE CUTTING OF TREES, BUSHES, SHURBS ETC.	1	Lot		3
XII	CONTROL ROOM BUILDING - RCC FRAMED STRUCTURE WITH COMPOSITE ROOF SLAB				
	ROOM SIZE (23.85 X 13.5m)	1	Lot		3
a.	EARTHWORK	1	Lot		3
	VOLUME OF EXCAVATION				
	VOLUME OF BACKFILLING				
	REMOVAL OF SURPLUS EARTH				
b.	PCC (M10 GRADE)	1	Lot		3
	VOLUME OF PCC (1:3:6) (FOR FOOTING + BELOW PLINTH WALL)				
	VOLUME OF PCC FOR FLOORING (1:3:6)				
c.	RCC (M25 GRADE)	1	Lot		3
	ROOF SLAB & BELT BEAM				
	LINTEL CUM SUNSHADE				
	PLINTH BEAM				
	COLUMN				
	FOOTING				
d.	WEIGHT OF REINFORCEMENT (FE500)	1	Lot		3
	ROOF SLAB & BELT BEAM				
	LINTEL CUM SUNSHADE				
	PLINTH BEAM				
	COLUMN				
	FOOTING				
e.	AREA FOR SHUTTERING WORK	1	Lot		3
	BELT BEAM				
	LINTEL CUM SUNSHADE				
	PLINTH BEAM				
	COLUMN				
	FOOTING				
f.	DAMP PROOF COURSE (1:2:4) - 50mm THICK	1	Lot		3
g	BRICKWORK 230 mm THICK WITH 1:6 CM	1	Lot		3
	BRICKWORK 350 mm THICK WITH 1:6 CM				
	BRICKWORK FOR STEPS AT FRONT AND BACKSIDE OF CONTROL ROOM				
	BRICK MASONRY				
	PLASTERING FOR SIDE WALLS OF STEPS				
h	PLASTERING	1	Lot		3
	EXTERNAL WALL PLASTERING 12mm THK + 6mm THK IN 2 LAYERS CM (1:5)				
	INTERNAL WALL PLASTERING (CEMENT MORTAR 1:4 - 12MM THK)				
i	FLOOR FINISHING	1	Lot		3
	VIRTIFIED TILE FLOORING				
	HEAVY DUTY CERAMIC TILE FLOORING				
	ACID/ALKALI RESISTANT TILE				
j	WALL FINISHES	1	Lot		3
	INTERNAL WALL - OIL BOUND DISTAMBER				
	EXTERNAL WALL PAINTING - (ACRYLIC EMULSION PAINT)				
k	ROOF INSULATION	1	Lot		3
	A. APPLY A CEMENT SLURRY COAT USING 2.75KG/SQ.M OF CEMENT ADMIXED WITH (SIKA LATEX/EQUIVALENT) WATER PROOFING COMPOUND. B. APPLY 12MM THICK LAYER OF CEMENT MORTAR OF MIX 1:5 ADMIXED WITH (SIKA LATEX/EQUIVALENT) WATER PROOFING COMPOUND TO REQUIRED SLOPE.				
	C. LAY 75MM THK BRICKS WITH 10MM TO 15MM GAP BETWEEN THE BRICKS AND GAPS FILLED WITH MORTAR (1:4) ADMIXED WITH (SIKA LATEX/EQUIVALENT) WATER PROOFING COMPOUND & COMPACT IT. D. AFTER PROPER CURING, APPLY 2ND COAT OF CEMENT SLURRY ADMIXED WITH (SIKA LATEX/EQUIVALENT) WATER PROOFING COMPOUND.				
	E. PREPARE THE TOP SURFACE WITH 12MM THICK JOINT LESS CEMENT MORTAR MIX (1:4) ADMIXED WITH (SIKA LATEX/EQUIVALENT) WATER PROOFING COMPOUND & FINISHED THE SURFACE WITH CEMENT SLURRY BY USING TROWEL.				
	RAIN WATER DOWN PIPES (UPVC- 100MM DIA)				

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l	**JOINERIES**	1	Lot		3
	POWER COATED ALUMINIUM FRAME WITH GLAZED WINDOW PARTLY FIXED & OPENABLE (1350X1500)				
	POWER COATED ALUMINIUM FIRE PROOF DOOR FRAME WITH GLAZED DOUBLE DOOR SHUTTER (2100X1200)				
	MS FIRE PROOF DOOR FRAME WITH DOUBLE PLATE FLUSH DOOR SHUTTER (2100X1200)				
	MS FIRE PROOF DOOR FRAME WITH DOUBLE PLATE FLUSH DOOR SHUTTER (2100X1800)				
	PVC DOOR FRAME WITH 30MM THICK FLUSH DOOR SINGLE SHUTTER (750X2100)				
	PARTLY OPENABLE PARTLY FIXED GLAZED VENTILATOR WITH POWER COATED SECTION (400X600)				
	STANDARD STEEL ROLLING SHUTTER (2500X3000)				
m	**PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING**				
	WELL COMPACTED BRICK BATS - 75MM THK	1	Lot		3
	PCC (1:2:4) - 50MM THK				
n	**OTHERS**				
	STRUCTURAL STEEL LADDER FOR ROOF ACCESS	1	Lot		3
o	**COMPOSITE ROOF SLAB**	1	Set		3
	STRUCTURAL STEEL FOR BEAMS INCLUDING CONNECTING ANGLES AND PLATES				
	BOLTS AND NUTS				
	SHEETING FOR ROOF METAL DECK(1.25 MM THK) INCLUDING LAPPING				
	SHEAR STUDS - 16MM DIA & 100MM LENGTH				
p	***SEWERAGE SYSTEM***				
	SEPTIC TANK FOR 20 USERS ALONG WITH 1 NO. OF SOAK PIT	1	set.		3
	EXCAVATION				
	PCC (M20)				
	BRICK WORK IN CM (1:6)				
	PLASTERING IN CM (1:3)				
	RCC (M25)				
	REINFORCEMENT - Fe 500 GRADE				
	SHUTTERING				
	100 DIA. AC VENTILLATING PIPE 4.5M LONG WITH COWL				
	600X600MM. SIZE CI MANHOLE COVER WITH FRAME				
	450X450MM. SIZE CI MANHOLE COVER WITH FRAME				
	SEWERAGE LINE THROUGH 100 DIA. SW PIPE				
q.	**WATER SUPPLY & SANITARY**	1	set.		3
	WASH BASIN (550 X 400 MM) ABOVE PLATFORM WITH ALL FITTINGS.				
	WALL MOUNTED WC (WESTERN TYPE) 390 MM HIGH WITH TOILET PAPER ROLL HOLDER AND ALL FITTINGS.				
	WALL MOUNTED URINAL (430X260X350 MM SIZE) WITH ALL FITTINGS FOR MALE TOILET ONLY.				
	BATH ROOM MIRROR (600X450X6MM THICK) HARD BOARD BACKING				
	SOAP HOLDER & LIQUID SOAP DISPENSER				
	BIB COCK				
	CP BRASS TOWEL RAIL (600X20MM) WITH CP BRASS BRACKETS				
	MAN HOLE CHAMBER (450 x450)				
	PROVIDING, SUPPLYING AND FIXING CI FOR SOIL AND DRAIN PIPES UNDERGROUND INCLUDING ALL FITTINGS SUCH AS BENDS, TEES, BRANCHES CLAMPS,REDUCERS				
r.	PVC WATER STORAGE TANK - SINTEX OR EQUIVALENT MAKE CONFORMING TO IS:12701 - 1000 LIT CAPACITY	1	No.		3
s.	OFFICE FURNITURES - TABLE, DESKS & CHAIRS ETC.	1	Lot		3
t.	**RAMP AT ENTRANCE OF CONTROL ROOM**	1	No.		3
	RCC M25 FOR GRADE SLAB				
	REBAR - (Fe 500)				
	BRICKWORK 350MM THICK				
	COMPACTED EARTH FILLING				
	PLASTERING - 12MM THK				
n.	**RCC CABLE TRNCH INSIDE CONTROL ROOM BUILDING**				
1	**TYPE-A - (3000W x 1400D mm)**	1	Lot		3
	EXCAVATION				
	SURPLUS EARTH				
	PCC (M10)				
	RCC (M25)				
	REBAR - Fe 500				
	SHUTTERING				
	STRUCTURAL STEEL				
	CHEQURED PLATE -5MM THK				

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2	**TYPE-B - (1000Wx1400D mm)**	1	Lot		3
	EXCAVATION				
	SURPLUS EARTH				
	PCC (M10)				
	RCC (M25)				
	REBAR - Fe 500				
	SHUTTERING				
	STRUCTURAL STEEL				
	CHEQURED PLATE -5MM THK				
3	**TYPE-C - (1000Wx1100D mm)**	1	Lot		3
	EXCAVATION				
	SURPLUS EARTH				
	PCC (M10)				
	RCC (M25)				
	REBAR - Fe 500				
	SHUTTERING				
	STRUCTURAL STEEL				
	CHEQURED PLATE -5MM THK				
4	**PVC PIPE SLEEVE - 300mm DIA PIPE FOR CABLE ENTRY INTO CONTROL ROOM - 500mm LENGTH EACH**	1	Lot		3
XIV	**LIGHTING POLE (AROUND THE PERIPHERY BOUNDARY)**				
	FOUNDATION	1	Set		3
	PILE FOUNDATION - SOIL BORING				
	RCC M20				
	REBAR (Fe 500)				
XV	**VENTILATION**				
A	**CONTROL ROOM (RCC BUILDING)**				
	- TUBE AXIAL FANS (WALL MOUNTED), @10mmwg, THREE PHASE, CAPACITY : 12000 CMH	1	Set		3
	EXHAUST FAN (HEAVY DUTY PROPELLER TYPE) - SINGLE PHASE				
	- CAPACITY (M^3 / HR) - 6120				
	-CAPACITY (M^3 / HR) - 3900				
	-CAPACITY (M^3 / HR) - 1145				
	- AIR PRE-FILTERS - Type : G3 - Corrugated, Dimension : 610 x 610 mm; Air flow : 2000 CMH				
B	**INVERTER ROOM**				
	- TUBE AXIAL FANS (WALL MOUNTED), @10mmwg, THREE PHASE, CAPACITY : 12000 CMH	1	Set		3
	EXHAUST FAN (HEAVY DUTY PROPELLER TYPE) - SINGLE PHASE				
	- CAPACITY (M^3 / HR) - 2850				
	- AIR PRE-FILTERS - Type : G3 - Corrugated, Dimension : 610 x 610 mm; Air flow : 2000 CMH				
C	**VENTILATION DUCT FOR INVERTERS IN CONTROL ROOM & INVERTER ROOM**	50	sets		150

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Wundwin Plant

Tracker Control

Bill of Quantity

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PROJECT:	50 MW/55 MWp SOLAR PV POWER PLANT AT WUNDWIN,MYANMAR	For Each 50 MW AC Plant			For Total 150 MW AC Plant
TITLE:	BILL OF QUANTITY - INSTRUMENTATION (SCADA)				
S.No	Item Description	Quantity	Unit	Remarks	Quantity
1	**Tracker Control Panel at field (Outdoor - IP65 with Canopy arrangement)**	146	No		438
	a. Central Processing Unit & Drive for Actuator	1	No		3
	b. Power Supply Unit for Controller	1	No		3
	c. 16 Channel DI card	1	No		3
	d. 4 Channel AI card	1	No		3
	e. 4 Port Ethernet Switch	1	No		3
	f. RS 485 Gateway with Surge Protection device & Isolator	1	No		3
	g. HMI screen	1	No		3
2	Inclinometer with 10 Meter cable	146	No		438
3	Wind Speed Sensor with direct 4-20mA output, with Adequate sensor cable	13	No		39
4	**Tracker Software**				
	Tracker software with inbuilt Solar library license, Tracker function blocks SW library	1	No		3
5	**Accessories for Tracker Monitoring**				
a.	Armoured 2 Pair 0.5sqmm shielded RS 485 cable	1	Lot		3
b.	Unarmoured 8 Core 0.75 sqmm Cable				
c.	16Sqmm green/yellow Cable for Earthing Cable				
d.	Earthing Kit (GI Rods, Charcoal and Salt)	1	Lot		3
e.	Mounting Arrangement for Tracker Field Panel	146	set		438
f.	Mouting Arrangement for Anemometer	13	set		39
g.	TB box for Limit swtiches & Encoder	146	Nos		438
h.	Nuts and bolts for mounting the panels	1	Lot		3
i.	HDPE conduit (25 mm flexible)	1	Lot		3

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Wundwin Plant

SCADA

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PROJECT:	50 MW/55 MWp SOLAR PV POWER PLANT AT WUNDWIN,MYANMAR	For Each 50 MW AC Plant			For Total 150 MW AC Plant
TITLE:	BILL OF QUANTITY - INSTRUMENTATION (SCADA)				
S.No	Item Description	Quantity	Unit	Remarks	Quantity
1	**CPU Panel at Main Control Room (IP40)**	1	No		3
	a. Central Processing Unit	1	No		3
	b. Power Supply Unit for Controllers	1	No		3
	c. 8 Port Ethernet Switch with 2 FO Port	2	No		6
	d. 8 Port Unmanaged Switch	1	No		3
	e. RS 485 Gateway - Dual channel	5	Nos		15
	f. Modbus Surge Protection device - Dual channel	5	Nos		15
	g. Modbus Isolator cum repeater - Dual channel	5	Nos		15
	h. GSM/GPRS Modem for SMS alert	1	No		3
	i. 16 Channel DI card	3	Nos		9
2	**RIO Panel at Inverter Room (IP54)**	12	Nos		36
	a. Central Processing Unit	1	No		3
	b. Power Supply Unit for Controllers	1	No		3
	c. 8 Port Ethernet Switch with 2 FO Port	1	No		3
	d. RS 485 Gateway - Dual Channel Channel	4	No		12
	e. Modbus Surge Protection device - Dual Channel	4	No		12
	f. Modbus Isolator cum repeater - Dual Channel	4	No		12
	g. 16 Channel DI card	1	Nos		3
3	**PLCC Interface Panel (In Control Room)**				
	a. 101/104 controller for PLCC interface	1	No		3
	b. Power Supply Unit	1	No		3
	c. 8 port Managed Ethernet Switch with direct 2 FO interface	1	No		3
	d. Gateway for upward connectivity at Load Dispatch Centre on IEC104 Protocol	1	No		3
	e. Modem/Router suitable for leased line/PLCC (At Plant)	1	No		3
	f. RS 485 Gateway with 2 MODBUS port	2	No		6
	g. Modbus Surge Protection device-Dual Channel	2	No		6
	h. Modbus Isolator - Dual Channel	2	No		6
	i. 16 Channel DI card	1	No		3
	j. 16 Channel DO card	1	No		3
	k. 16 Channel AI card	1	No		3
	l. 16 Channel AO card	1	No		3

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4	**Met Station Equipments with necessary mounting arrangements**	**3**	**set**		9
a	Global Horizontal Irradiation Pyranometer (CMP 11 or equivalent)	1	No		3
b	Tilted Irradiation Pyranometer (CMP 11 or equivalent)	3	No		9
d.	Ambient Temperature Sensor	3	No		9
e.	Module Surface Temperature Sensor	3	No		9
f.	Wind Vane	1	No		3
g.	Wind Speed	3	No		9
h.	Dalalogger	3	No		9
5	**Server cum Engineering Workstation (EWS)**	**1**	**No**		3
a.	Server Grade PC with RAID 5 Configuration; Windows 7 Operating System/Windows server; 21 Inch LCD Monitor; intel i5 Processor 2.7 GHz;4 TB Hard Disk Capacity; 8 GB DDR3; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office, Adobe reader and Antivirus license for 1 year				
6	**Operator Workstation (OWS)**	**1**	**No**		3
a.	PC with Windows 7 Operating System; 21 Inch LCD Monitor; intel i5 Processor 2.7 GHz; 2TB Hard Disk Capacity; 4 GB DDR3; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office, Adobe reader and Antivirus license for 1 year				
7	**Operator Workstation for Tracker (OWS)**	**1**	**No**		3
a.	PC with Windows 7 Operating System, Tracker software; 21 Inch LCD Monitor; intel i5 Processor 2.7 GHz; 2TB Hard Disk Capacity; 4 GB DDR3; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office, Adobe reader and Antivirus license for 1 year				
8	Internet with Two static IP at the transfer rate of 2Mbps to be provided	1	No		3
9	**SCADA SOFTWARE (OPC ENABLED)**				
a.	Programming Software for individual PLC	1	No		3
b.	SCADA Software with OPC connectivity and Tracker Libraries shall be installed in the Server cum Engineering Workstation (16300 Tags to be considered SCADA)	1	No		3
c.	Web Client Access License	1	No		3
d.	SMS Gateway Software	1	No		3

10	Earthing Kit (GI Rods, Charcoal and Salt)	1	Lot		3
11	3 pin socket	1	Set		3
12	Mounting Arrangement for CPU, RIO and PLCC Panel	1	Lot		3
14	Nuts and bolts for mounting the panel	1	lot		3
15	Armoured 2.5 sq mm 3 core Flexible Power Supply cable	1	Lot		3
16	Armoured 2 Pair 0.5sqmm shielded RS 485 cable				
17	16Sqmm green/yellow Cable for Earthing Cable				
18	Armored 14 core 1 sq.mm Cu cable				
19	CAT 6 Cable				
20	4 core Multimode Armoured OFC cable				
21	RJ45 Jackets	1	lot		3
22	Lugs and Ferrules (tinned copper armoured and shielded)	1	lot		3
23	Table Top Console For server cum EWS, OWS and Printer with necess	4	Nos		12
24	A4 size Laser Jet B/W Printer	1	No		3
25	RS485 & FO Termination with necessary accessories	1	lot		3
26	HDPE Conduit (38 mm)	1	lot		3
27	RS-485/RS232 to Serial USB converter	1	No		3
	The following equipment are considered for monitoring				
1	Inverters				
2	SMB				
3	MFM / TVM				
4	Vacuum Circuit Breaker (ON, OFF status monitoring)				
5	Weather Station				
6	Inverter Duty Transformer (WTI, OTI, Bucholz, MOG - Alarm/Trip status monitoring) AuxiliaryTransformer (WTI status monitoring)				

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Wundwin Plant

DC Electrical

Bill of Quantity

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PROJECT:	50 MW/55 MWp SOLAR PV POWER PLANT AT Wundwin,MYANMAR	For Each 50 MW AC Plant			For Total 150 MW AC Plant
TITLE:	BILL OF QUANTITY -DC ELECTRICAL				
S.No	Item Description	Quantity	UOM	Remarks	Quantity
1	MODULE	174620	Nos		523860
	Poly Crystalline-315 Wp (1300mm Module Cable Length)				
2	MODULE MOUNTING STRUCTURE- TRACKER- L&T (With control panel)				
	Tracker -30 Rows of (40x1)	145	Nos	Subject to change as now of rows in tracker may vary based on the layout	435
	Motors				
	Field control box				
	Tracker - 16 Rows of (40x1)	1	Nos		3
	Motors				
	Field control box				
3	TRACKER ACCESSORIES	146	Nos		438
	Controller mounting accessories				
5	String Monitoring Box	400	Nos	Subject to change based on the module wattage	1200
	Configuration- 12 Inputs(Per Polarity)/ 1 Output				
	12 Inputs with MC4 connection for input cable and 30 A Fuse on positive polarity				
	1 Output with 400 A Disconnector Switch				
	Over voltage protection with SPD Class 2 -Iscpv -1000A				
	MC4 Connector - Male (For field cable connection to SMB)	4800	Nos	Part of SMB supply	14400
	MC4 Connector - Female (For field cable connection to SMB)	4800	Nos		14400
6	WIRE HARNESS (2 INPUTS EACH WITH 1.5 MTR CABLE, COMPATIBLE MC4 CONNECTORS & 1 OUTPUT WITH 0.5 MTRS CABLE AND COMPATIBLE MC4 CONNECTORS- Y CONNECTORS)				
	Male	4365	Nos	Subject to change based on the module wattage	13095
	Female	4365	Nos		13095
7	MC4 Connectors				
	Male	4370	Nos	Subject to change based on the module wattage	13110
	Female	4370	Nos		13110
8	DC CABLES				
8.01	String to String Monitoring Box: Solar Grade Cable as per TUV 2 pfg 1169/08.2007 Specifications	1	Lot		3
	6 sq.mm Single core 1.1 kV grade Copper(Unarmoured) with XLPO Insulation				
8.02	String Monitoring Box to Inverter	1	Lot		3
	300 sq.mm Single Core 1.1 kV grade Aluminium-Class 2 (Armoured) with XLPE Insulation				
8.03	Terminations				
	300 sq.mm Ring type Bimetallic lug	1	Lot		3
	Metallic gland suitable for terminating 300 sqmm cable (Inverter input terminations)				
	Metallic gland suitable for terminating 150sqmm armored cable (inverter earthing terminations)				
8.04	Inverter side termintaions				
	M12 / M14 SS (A2-70) Bolt (for DC input cables)	1	Lot		3
	M12 / M14 SS (A2-70) Spring Washer				
	M12 / M14 SS (A2-70) Plain Washer				
	M12 / M14 SS (A2-70) Nut				
8.05	HDPE Conduit (for unarmoured cables in buried cable trench)				
	Length (38mm dia)	1	Lot		3
	Couplers				
	T joints				
8.06	Others				
	Cable Tie (SS Ties)	1	Lot	As per site requirement	3
	Cable Markers and Clamps	1	Lot		3

8.07	**String Monitoring Box Earthing**				
	16 Sq.mm cable- Copper(PVC insulated)				
	M12 GI (5.6 grade) Bolt				
	M12 GI (5.6 grade) Washer	1	Lot		3
	M12 GI (5.6 grade) Nut				
	16 sq.mm copper Lug- Ring type-(Hole dia-15mm) or flat pin type				
9	**INVERTER**				
	Type: Central (with negative grounding kit, gland plate, necessary hardware and accessories)	50	Nos		150
	Model: PVS800-57-1000kW-C				
	No.of Inputs: 8 (with 400A fuse at positive input side)				
	Ventilation Ducts	50	Sets		150
10	**SOLAR FIELD EARTHING**				
	M12 GI (5.6 grade) Bolt				
	M12 GI (5.6 grade) Washer	1	Lot		3
	M12 GI (5.6 grade) Nut				
	Module Earthing				
	2.5 sq. mm PVC sheathed XLPE Insulated copper cable for module earthing				
	M5 SS cap bolt				
	M5 SS flat washer	1	Lot		3
	M5 SS cup washer				
	M5 SS nut (with teeth)				
	Terminations on Structure side				
	M5 GI (5.6 grade) Bolt (25mm length)				
	M5 GI (5.6 grade) Plain Washer				
	M5 GI (5.6 grade) Spring Washer				
	M5 GI (5.6 grade) Nut				
	Lug to suit 2.5 Sq.mm cable (ring type)- Copper	1	Lot		3
	50 x 6 GI flat				
	25 x 3 GI flat				
	Treated Earth Pits (25 MM dia 3 M long MS rod)				
11	**LIGHTNING ARRESTORS**				
	Type: Early Streamer Emission	45	Nos.		135
	Protection: Level 4				
	Radius of Protection: 107 m				
12	**String Monitoring Box Mounting Structures**	400	Sets		1200

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UPDATED Proposed Vendors for Project

Please note this is a tentative vendors list, which will be confirmed upon EPC & Design finalization.

Mandalay Solar Project Approved Vendors	
Equipment Type	*Product Brand*
Inverters	ABB
Inverters	GE
Panels	Canadian Solar
Panels	First Solar
Panels	Yingli
Panels	REC
Switchgear	ABB
Switchgear	GE
Transformers	ABB
Transformers	GE
Racking Structures	Ambor Structures
Racking Structures	Niedax Group
Racking Structures	NS Bluescope

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Wundwin Plant

AC Electrical

Bill of Quantity

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	55MWp SOLAR PV POWER PLANT AT WUNDWIN,MYANMAR	**For Each 50 MW AC Plant**			**For Total 150 MW AC Plant**
Title	**BILL OF QUANTITY -AC ELECTRICAL**				
S.No	**Item Description**	**Quantity**	**UOM**	**Remarks**	**Quantity**
1	Control room Building - 23.4 (L) x 12.96 (W) - RCC	1	No		3
2	Inverter Room Building - 19 (L) x 5.9 (W)	12	Nos.		36
3	**TRANSFORMERS**				
	OUTDOOR OIL FILLED INVERTER DUTY TRANSFORMER:				
i)	2.2 MVA/1.1/1.1, 33/ 0.380/0.380 kV, Dy11y11, ONAN, OCTC ±5% IN STEP OF 2.5%, Z% = 6%	24	Nos.		72
ii)	1.1 MVA , 33/ 0.380 kV, Dy11, ONAN, OCTC ±5% IN STEP OF 2.5%, Z% = 5%	2	No.		6
iii)	100 KVA, 33/0.415KV, Dyn11, AN, OCTC ±5% IN STEP OF 2.5%,Z% = 4%, for control room auxiliary requirment	1	No.		3
Iv)	150 KVA, 33/0.415KV, Dyn11, AN, Z% = 4% for pooling substation auxiliary requirment	1	No.		3
	INDOOR DRY TYPE:				
i)	35KVA, 0.380/0.415KV, YNd1, AN, Z% = 4% with OCTC ±5% IN STEP OF 2.5%, with taplinks for Inverter room auxiliary requirment, Trafo panel with Changeover switch for two incomers, 63A TPN MCCB-2 nos.	12	Nos.		36
4	**Indoor 33kV HT switchgear with 630A Al bus bar for 25kA for 1 sec @ Inverter with inbuilt earth switch in Inverter Duty transformer Incoming VCB feeders**	12	Nos.		36
i)	630A VCB from inverter duty transformer - 2 Nos				
ii)	630A VCB with line PT for outgoing feeder to control room main HT panel - 1 No				
5	**Indoor 33kV HT switchgear with 1000A Al bus for 25kA for 1 Sec @ Control room with TVM metering,PQM at outgoing feeders and MFM metering for incoming feeders with inbuilt earth switch in all VCB feeders**	1	No.		3
i)	630A VCB from Inverter rooms HT switchgear - 12 Nos.				
ii)	630A VCB from Control Room Inv.Duty Transformers - 2 Nos				
iii)	630A VCB Aux. transformer feeder - 1No.(for Control room Aux power consumption)				
iv)	1000A VCB Outgoing breaker with Line PT - 2 Nos.				
v)	Bus PT - 2 Nos				
vi)	1000 A Bus Coupler - 1 No.				
vii)	630A VCB Aux. transformer feeder - 1No.(for Pooling Substation, Aux power consumption)			For Pooling substation Power Consumption	
6	**LT DISTRIBUTION PANELS**				
i)	415V Indoor Main Auxiliary distribution panel - 200A, 25kA for 1 sec with @ Control room I/C –200A MCCB TPN (Microprocessor release) – 1No. (with 200/1A, CL: 0.5 CT & MFM & voltmeter)	1	No.		3
ii)	415 V Indoor UPS AC distribution board with 40 A, (Three Phase Four wire) for 9kA for 1 sec with incoming & outgoing feeders @Control room I/C – 40A TPN MCB – 1No.	1	No.		3
iii)	415 V Indoor UPS AC distribution board (Three Phase Four wire) with 40 A, for 9kA for 1 sec with incoming & outgoing feeders @ Inverter room I/C – 40A TPN MCB – 1No.	12	Nos.		36
iv)	415V Indoor Aux load panel with 63A TPN MCCB for 25 kA for 1 sec with incoming & outgoing feeders @ Inverter room (with 63/1A, CL: 0.5 CT & MFM + 27/59+2 & voltmeter) I/C – 63 A MCCB TPN – 1No.	12	Nos.		36
v)	415V lighting distribution board 9kA for 1 sec with incoming & outgoing feeders at control room & Inverter Room I/C –32A MCB TPN – 1No.	13	No		39
7	**UPS & BATTERY, BATTERY CHARGER & DCDB**				
i)	100AH, 110V, 1.85 ECV Valve Regulated Lead Acid (VRLA) & Selaed MaintenanceFree (SMF) Batteries with 1 hr. battery backup @ control room	1	No		3
ii)	Float charger + Float Cum Boost Charger (30A) (FC+FCBC) Battery Charger Panel with inbuilt 110V Non Compartmentalised DCDB @ Control room	1	No		3
iii)	20 kVA, 415/415V 3phase to 3 phase UPS with 1 hr battery back up at inverter room (battery bank shall be SMF/VRLA type)	12	Nos.		36
iv)	12.5 kVA, 415/415 V 3phase to 3 phase UPS with 1 hr battery back up at Control room (battery bank shall be SMF/VRLA type)	1	No		3

25B Kanbawza Road, Golden Valley
Yangon, Myanmar
Tel: +95.99.7342.2269

8	**AC CABLE**				
a)	**HT POWER CABLES, 33KV (E), XLPE, Al ARMOURED CABLE (FRLS outer sheath)**				
i)	3C X 185 SQ.MM Al. CABLE	1	Lot		3
ii)	1C X 630 SQ.MM Al. CABLE				
iii)	Trefoils Clamps for 1C X 630 SQ.MM Al. CABLE	1			3
b)	**INDOOR & OUTDOOR TERMINATION (HT TERMINATION KIT)**				
i)	3C X 185 SQ.MM Al. CABLE	1	Lot		3
ii)	1C X 630 SQ.MM Al. CABLE				
c)	**STRAIGHT THROUGH JOINTING KIT**				
i)	3C X 185 SQ.MM	1	Lot		3
ii)	1C X 630 SQ.MM Al. CABLE				
d)	**1.1kV, XLPE insulation Al Armoured Cable (Inverter to Inverter duty transformer)**				
i)	1CX300 Sq.mm Al. CABLE, with aluminium armouring	1	Lot		3
ii)	Trefoils Clamps for 1C X 300 SQ.MM Al. CABLE				
e)	**TERMINATIONS FOR THE ABOVE (Lugs and Glands)**	1	Lot		3
f)	**1.1kV,XLPE insulation Armoured cables (Plant Auxiliary system cable)**				
i)	3.5CX95 Sq.mm Al cable	1	Lot		3
ii)	3.5CX35 Sq.mm Al cable				
iii)	3CX25 Sq.mm Aluminium cable				
iv)	4CX25 Sq.mm Aluminium cable				
v)	4CX16 Sq.mm Al cable				
vi)	4CX10 Sq.mm Al cable				
vii)	4CX6 Sq.mm Copper cable				
viii)	3Cx2.5 Sq.mm Copper cable , Unarmoured, Flexible cable (tracker controller to Motor)				
ix)	3CX2.5 Sq.mm Cu. Cable				
f)	**TERMINATION FOR THE ABOVE (Glands & Lugs)**	1	Lot		3
i)	**CONTROL CABLES (1.1kV, XLPE insulation cable)**				
i)	14CX1.5 Sq.mm Cu. Cable & associated lugs and Glands	1	Lot		3
9	**CABLE TRAY AND SUPPORT SYSTEM**	1	Lot		3
a	*PERFORATED TRAY (2mm THICK GALVANIZED TRAY)*				
b	*LADDER TYPE TRAY (2mm THICK GALVANIZED TRAY)*				
c.	L bend				
d.	T bend				
e.	nut washer and other accessories				
10	**EARTHING CONDUCTOR**				
a.	GI Flat	1	Lot		3
b.	1CX150 Sq.mm,Armoured, 1.1kV, XLPE Cu.cable & associated Lugs and Glands				
c.	50mm Dia Pipe Electrode (Treated Earth Pit)				
d.	8mm SWG wire				
11	**SPLIT AC (2T)**				
a.	Control room (SCADA room)	1	No		3
12	**LIGHTING FOR CONTROL ROOM & INVERTER ROOM & OUTDOOR LIGHTING, with associated cables and terminations**	1	Lot		3
13	**MISCELLANEOUS ITEMS**	1	Lot		3
14	**Fire extinguishers & fire alarm system for control Room and Inverter Room, interconnection cable and terminations**	1	Lot		3

CONVALT ENERGY
25B Kanbawza Road, Golden Valley
Yangon, Myanmar
Tel: +95.99.7342.2269

UPDATED Proposed Imported Vehicles List for Project

UPDATED Vehicle List (Total for both Nabuaing & Wundwin Sites)			
Vehicle Model	**Quantity**	**Value**	**Total Value**
Ford F250 Lariat	4	$46,000.00	$184,000.00
Ford F350 Lariat	4	$45,000.00	$180,000.00
Ford F150 Lariat	4	$41,000.00	$164,000.00
Ford Transit	4	$37,500.00	$150,000.00
			$678,000.00

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Ford F250 Lariat

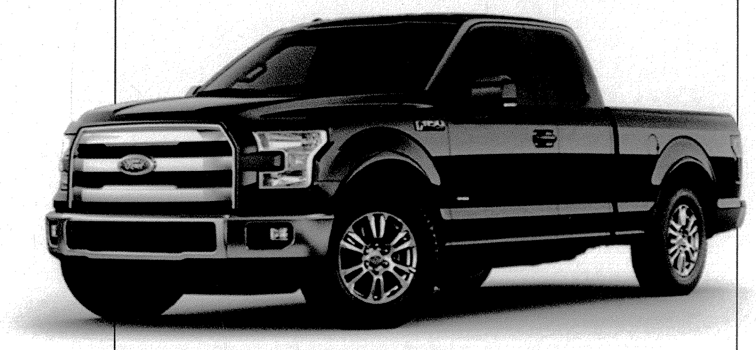
- 6.2L 2 Valve Flex Fuel V8 Gas Engine
- Wheelbase: 172"
- 3.73 Non-Limited Slip Axle Ratio
- TorqShift® 6-Speed SelectShift Automatic® O/D w/6.2L
- Value = $ 45,000



Ford F350 Lariat

- 6.2L 2 Valve Flex Fuel V8 Gas Engine
- Wheelbase: 172"
- 3.73 Non-Limited Slip Axle Ratio
- TorqShift® 6-Speed SelectShift Automatic® O/D w/6.2L
- Value = $46,000

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	**Ford F150 Lariat** • 2.7L EcoBoost® V6 • Electronic 6-Speed Transmission with Tow/Haul Mode • Steering - Power rack-and-pinion steering • AdvanceTrac® with Roll Stability Control™ (RSC®) • Value= $41,000
	**Ford Transit** • 3.7L Ti-VCT V6 Engine • Gross Vehicle Weight Rating: 8550 GVWR • 3.73 Regular Rear Axle • 6-Speed Automatic Overdrive with SelectShift® Transmission • Value= $37,500
	•

OCBC Bank

Oversea-Chinese Banking Corporation Limited
Union Financial Centre (UFC), Unit 02-10
Corner of Maha Bandoola Road and Thein Phyu Road
45th Street, Botataung Township
Yangon, Republic of Union of Myanmar
Tel: +951 861 0388 Fax: +951 861 0394

840-000950 USD 2011117202-01 0009501020

CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON

BRANCH - YANGON BRANCH

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UNITED STATES 30SEP16 7

Date	Transaction Details	Reference	Debit/ Credit	Balance
31AUG16		B/F		2,629.88CR
23SEP16	CASH WDL (001362)		105.00DR	2,524.88CR
30SEP16	CASH WDL(001363)		900.00DR	
		C/F		1,624.88CR

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840-000950 USD 2011117202-01 0009501020

CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON

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UNITED STATES 31AUG16 6

Date	Transaction Details	Reference	Debit/ Credit	Balance
29JUL16		B/F		2,629.88CR
		C/F		2,629.88CR

[redacted]

OCBC Bank

Oversea-Chinese Banking Corporation Limited
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CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON

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UNITED STATES 29JUL16 5

Date	Transaction Details	Reference	Debit/ Credit	Balance
30JUN16		B/F		1,439.88CR
1JUL16	CASH WDL (001358)		1,100.00DR	339.88CR
8JUL16	CASH WDL (001359)		100.00DR	239.88CR
20JUL16	CASH WDL (001360)		100.00DR	139.88CR
27JUL16	CT0009510987M002		2,490.00CR	
		C/F		2,629.88CR

[redacted]

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CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON

BRANCH - YANGON BRANCH

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UNITED STATES 30JUN16 4

Date	Transaction Details	Reference	Debit/ Credit	Balance
31MAY16		B/F		2,239.88CR
27JUN16	CASH WDL (001357)		800.00DR	
		C/F		1,439.88CR

[redacted]

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CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
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UNITED STATES 31MAY16 3

Date	Transaction Details	Reference	Debit/ Credit	Balance
29APR16		B/F		1,439.74CR
4MAY16	300494 CONVALTENGYMM000950		3,659.86DR	
4MAY16	300495 CONVALTENGYMM000950		1,500.00DR	
4MAY16	CONTRACT FOR SERVICES		50,000.00DR	
4MAY16	COMM CHGS		20.00DR	
4MAY16	COMM OTHERS		20.00DR	
4MAY16	MAY 3 2016: INVESTMENT		60,000.00CR	6,239.88CR
11MAY16	CASH WDL (001355)		2,000.00DR	4,239.88CR
31MAY16	CASH WDL (001356)		2,000.00DR	
		C/F		2,239.88CR

[redacted]

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CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
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UNITED STATES 29APR16 2

Date	Transaction Details	Reference	Debit/ Credit	Balance
31MAR16		B/F		3,701.37CR
4APR16	300407 CONVALTENGYMM000950		1,655.63DR	
4APR16	CASH WDL (001352)		586.00DR	1,459.74CR
27APR16	COMM OTHERS		20.00DR	
		C/F		1,439.74CR

OCBC Bank

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CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
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BRANCH - YANGON BRANCH

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MYANMAR KYATS 30SEP16 7

Date	Transaction Details	Reference	Debit/ Credit	Balance
31AUG16		B/F		91,500.00CR
21SEP16	CASH DEPOSIT		15,000,000.00CR	15,091,500.00CR
23SEP16	CASH WDL (001512)		500,000.00DR	14,591,500.00CR
27SEP16	CASH WITHDRAWAL (001511)		280,000.00DR	
27SEP16	CASH WITHDRAWAL (001513)		840,000.00DR	13,471,500.00CR
30SEP16	CAHS WDL (001514)		3,000,000.00DR	
		C/F		10,471,500.00CR

[redacted]

OCBC Bank

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COMPANY LIMITED
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BRANCH - YANGON BRANCH

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MYANMAR KYATS 31AUG16 6

Date	Transaction Details	Reference	Debit/ Credit	Balance
29JUL16		B/F		91,500.00CR
		C/F		91,500.00CR

[redacted]

OCBC Bank

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CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON

BRANCH - YANGON BRANCH

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MYANMAR KYATS 29JUL16 5

Date	Transaction Details	Reference	Debit/ Credit	Balance
30JUN16		B/F		91,500.00CR
		C/F		91,500.00CR

[redacted]

OCBC Bank

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CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON

BRANCH - YANGON BRANCH

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MYANMAR KYATS 30JUN16 4

Date	Transaction Details	Reference	Debit/ Credit	Balance
31MAY16		B/F		191,500.00CR
24JUN16	CASH WDL (001509)		100,000.00DR	
		C/F		91,500.00CR

Please examine this statement and notify the Bank Immediately of any discrepancies.
If we do not hear from you within fourteen days after the date of this statement, we shall take this statement as correct and binding.

OCBC Bank

Oversea-Chinese Banking Corporation Limited
Union Financial Centre (UFC), Unit 02-10
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840-000950 MMK 2011115500-01 0009501010

CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON

BRANCH - YANGON BRANCH

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MYANMAR KYATS 31MAY16 3

Date	Transaction Details	Reference	Debit/ Credit	Balance
29APR16		B/F		0.00
4MAY16	300495 CONVALTENGYMM000950		1,741,500.00CR	1,741,500.00CR
5MAY16	CASH WDL (001505)		400,000.00DR	
5MAY16	CASH WDL (001504)		150,000.00DR	
5MAY16	CASH WDL (001506)		350,000.00DR	841,500.00CR
9MAY16	CHEQUE NO:001503		150,000.00DR	691,500.00CR
10MAY16	CASH WDL (001507)		500,000.00DR	
		C/F		191,500.00CR

[redacted]

OCBC Bank

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CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON

BRANCH - YANGON BRANCH

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MYANMAR KYATS 29APR16 2

Date	Transaction Details	Reference	Debit/ Credit	Balance
31MAR16		B/F		0.00
4APR16	CASH WDL (001502)		2,000,000.00DR	
4APR16	300407 CONVALTENGYMM000950		2,000,000.00CR	
		C/F		0.00

OCBC Bank

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Yangon, Republic of Union of Myanmar
Tel: +951 861 0388 Fax: +951 861 0394

DEBIT ADVICE

TO: CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON, MYANMAR

DATE: 29-Mar-2016
OUR REF: MM/290316/216

A/C NO. 0009501020

WE HAVE DEBITED THE FOLLOWING AMOUNT FROM YOUR ACCOUNT WITH US AS PER YOUR INSTRUCTION.
--

CURRENCY & AMOUNT	MMK 4,755,000.00 @ 1208	USD*****	3,936.26
COMM CHGS		USD*****	10.00
CABLE CHGS		USD*****	-
TOTAL AMOUNT		USD*****	3,946.26

PAYMENT SENT BY	:	SWIFT
TO	:	KBZBMMMY
RECIPEINT'S NAME	:	U SOE MYINT
DETAILS OF PAYMENT	:	GEOTECHNICAL STUDY FOR MYINGTAN SITE U SOE MYINT TEL 195 9 910 52079

* PLEASE VERIFY THE CORRECTNESS OF ALL DETAILS CONTAINED IN THIS ADVICE AND NOTIFY THE BANK WITHIN 14 DAYS FROM THE DATE OF THIS ADVICE OF ANY DISCREPANCIES, OMISSIONS OR ERRORS THEREIN. UPON EXPIRY OF THIS PERIOD, THE DETAILS IN THIS ADVICE SHALL BE CONCLUSIVE AGAINST YOU EXCEPT AS TO ALLEGED ERRORS SO NOTIFIED BUT SUBJECT ALWAYS TO THE BANK'S RIGHT TO CORRECT ANY ERRORS CONTAINED THEREIN AT ANY TIME NOTWITHSTANDING SUCH ACCEPTANCE BY YOU.

[redacted]

OCBC Bank

Oversea-Chinese Banking Corporation Limited
Union Financial Centre (UFC), Unit 02-10
Corner of Maha Bandoola Road and Thein Phyu Road
45th Street, Botataung Township
Yangon, Republic of Union of Myanmar
Tel: +951 861 0388 Fax: +951 861 0394

DEBIT ADVICE

TO: CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON, MYANMAR

DATE: 29-Mar-2016
OUR REF: MM/290316/215

A/C NO. 0009501020

WE HAVE DEBITED THE FOLLOWING AMOUNT FROM YOUR ACCOUNT WITH US AS PER YOUR INSTRUCTION.
--

CURRENCY & AMOUNT	USD*****	2,405.00
COMM CHGS	USD*****	10.00
AGENT BANK CHARGES	USD*****	
CABLE CHGS	USD*****	
TOTAL AMOUNT	USD*****	2,415.00

PAYMENT SENT BY	:	SWIFT
TO	:	KBZBMMMY
RECIPEINT'S NAME	:	EGUARD ENVIRONMENTAL SERVICES
DETAILS OF PAYMENT	:	ESIA SURVEY - SOLAR PROJECT

* PLEASE VERIFY THE CORRECTNESS OF ALL DETAILS CONTAINED IN THIS ADVICE AND NOTIFY THE BANK WITHIN 14 DAYS FROM THE DATE OF THIS ADVICE OF ANY DISCREPANCIES, OMISSIONS OR ERRORS THEREIN. UPON EXPIRY OF THIS PERIOD, THE DETAILS IN THIS ADVICE SHALL BE CONCLUSIVE AGAINST YOU EXCEPT AS TO ALLEGED ERRORS SO NOTIFIED BUT SUBJECT ALWAYS TO THE BANK'S RIGHT TO CORRECT ANY ERRORS CONTAINED THEREIN AT ANY TIME NOTWITHSTANDING SUCH ACCEPTANCE BY YOU.

[redacted]

OCBC Bank

Oversea-Chinese Banking Corporation Limited
Union Financial Centre (UFC), Unit 02-10
Corner of Maha Bandoola Road and Thein Phyu Road
45th Street, Botataung Township
Yangon, Republic of Union of Myanmar
Tel: +951 861 0388 Fax: +951 861 0394

DEBIT ADVICE

TO: CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD BAHAN
TOWNSHIP YANGON MYANMAR

DATE: 4-May-2016
OUR REF: MM/41406614/207

A/C NO. 0009501020

WE HAVE DEBITED THE FOLLOWING AMOUNT FROM YOUR ACCOUNT WITH US AS PER YOUR INSTRUCTION.
--

CURRENCY & AMOUNT	USD*****	50,000.00
COMM CHARGES	USD*****	-
TOTAL AMOUNT	USD*****	50,000.00

PAYMENT SENT BY	:	SWIFT
TO	:	KBZBMMMYXXX
RECIPEINT'S NAME	:	ZAZZLE SERVICES CO., LTD
DETAILS OF PAYMENT	:	CONTRACT FOR SERVICES, SOLAR PLANT MANDALAY

* PLEASE VERIFY THE CORRECTNESS OF ALL DETAILS CONTAINED IN THIS ADVICE AND NOTIFY THE BANK WITHIN 14 DAYS FROM THE DATE OF THIS ADVICE OF ANY DISCREPANCIES, OMISSIONS OR ERRORS THEREIN. UPON EXPIRY OF THIS PERIOD, THE DETAILS IN THIS ADVICE SHALL BE CONCLUSIVE AGAINST YOU EXCEPT AS TO ALLEGED ERRORS SO NOTIFIED BUT SUBJECT ALWAYS TO THE BANK'S RIGHT TO CORRECT ANY ERRORS CONTAINED THEREIN AT ANY TIME NOTWITHSTANDING SUCH ACCEPTANCE BY YOU.

[redacted]

OCBC Bank

Oversea-Chinese Banking Corporation Limited
Union Financial Centre (UFC), Unit 02-10
Corner of Maha Bandoola Road and Thein Phyu Road
45th Street, Botataung Township
Yangon, Republic of Union of Myanmar
Tel: +951 861 0388 Fax: +951 861 0394

DEBIT ADVICE

TO: CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON
MYANMAR

DATE: 4-May-2016
OUR REF: MM/41411854/215

A/C NO. 0009501020

WE HAVE DEBITED THE FOLLOWING AMOUNT FROM YOUR ACCOUNT WITH US AS PER YOUR INSTRUCTION.
--

CURRENCY & AMOUNT	MMK 4249100.00 @ 1161	USD*****	3,659.86
AGENT BANK CHARGES		USD*****	-
COMM CHARGES		USD*****	20.00
TOTAL AMOUNT		USD*****	3,679.86

PAYMENT SENT BY	:	SWIFT
TO	:	KBZBMMMYXXX
RECIPEINT'S NAME	:	U SOE MYINT
DETAILS OF PAYMENT	:	GEOTECHNICAL SERVICES - MANDALAY SOLAR PLANT

* PLEASE VERIFY THE CORRECTNESS OF ALL DETAILS CONTAINED IN THIS ADVICE AND NOTIFY THE BANK WITHIN 14 DAYS FROM THE DATE OF THIS ADVICE OF ANY DISCREPANCIES, OMISSIONS OR ERRORS THEREIN. UPON EXPIRY OF THIS PERIOD, THE DETAILS IN THIS ADVICE SHALL BE CONCLUSIVE AGAINST YOU EXCEPT AS TO ALLEGED ERRORS SO NOTIFIED BUT SUBJECT ALWAYS TO THE BANK'S RIGHT TO CORRECT ANY ERRORS CONTAINED THEREIN AT ANY TIME NOTWITHSTANDING SUCH ACCEPTANCE BY YOU.

[redacted]

OCBC Bank

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Corner of Maha Bandoola Road and Thein Phyu Road
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Tel: +951 861 0388 Fax: +951 861 0394

CREDIT ADVICE

TO:	CONVALT ENERGY (MYANMAR) COMPANY LIMITED 25 B KANBAWZA ROAD BAHAN TOWNSHIP YANGON MYANMAR	DATE: OUR REF:	27-Jul-2016 MM/42217192/245
		A/C NO.	0009501020

WE HAVE RECEIVED THE FOLLOWING PAYMENT IN YOUR FAVOUR AND CREDITED THE NET AMOUNT TO YOUR ACCOUNT WITH US AS INSTRUCTED:

CURRENCY & AMOUNT		USD	2,500.00
LESS:	FOREIGN BANK'S CHGS:	USD	-
	COMM CHGS	USD	10.00
NET AMOUNT		USD	2,490.00

PAYMENT RECEIVED BY	:	SWIFT
FROM	:	OCBCSGSGXXX
SENDER REF.	:	CT0009510987M002
BY ORDER OF	:	CONVALT MANDALAY SOLAR PRIVATE LIMITED
DETAILS OF PAYMENT	:	-

* PLEASE VERIFY THE CORRECTNESS OF ALL DETAILS CONTAINED IN THIS ADVICE AND NOTIFY THE BANK WITHIN 14 DAYS FROM THE DATE OF THIS ADVICE OF ANY DISCREPANCIES, OMISSIONS OR ERRORS THEREIN. UPON EXPIRY OF THIS PERIOD, THE DETAILS IN THIS ADVICE SHALL BE CONCLUSIVE AGAINST YOU EXCEPT AS TO ALLEGED ERRORS SO NOTIFIED BUT SUBJECT ALWAYS TO THE BANK'S RIGHT TO CORRECT ANY ERRORS CONTAINED THEREIN AT ANY TIME NOTWITHSTANDING SUCH ACCEPTANCE BY YOU.

OCBC Bank

Oversea-Chinese Banking Corporation Limited
Union Financial Centre (UFC), Unit 02-10
Corner of Maha Bandoola Road and Thein Phyu Road
45th Street, Botataung Township
Yangon, Republic of Union of Myanmar
Tel: +951 861 0388 Fax: +951 861 0394

CREDIT ADVICE

TO: CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD
BAHAN TOWNSHIP YANGON, MYANMAR

DATE: 28-Mar-2016
OUR REF: MM/280316/211

A/C NO. 0009501020

WE HAVE RECEIVED THE FOLLOWING PAYMENT IN YOUR FAVOUR AND CREDITED THE NET AMOUNT TO YOUR ACCOUNT WITH US AS INSTRUCTED:

CURRENCY & AMOUNT					USD*****	34,000.00
EXCHANGE RATE					@	-
AMOUNT					USD*****	34,000.00
LESS:	FOREIGN BANK'S CHGS:	USD	-	@ -	USD*****	
	HANDLING CHARGES				USD*****	
NET AMOUNT					USD*****	34,000.00

PAYMENT RECEIVED BY	:	SWIFT
FROM	:	OCBCSGSG
SENDER REF.	:	CT0008882824M001
BY ORDER OF	:	CONVALT MANDALAY SOLAR PRIVATE LIMITED
DETAILS OF PAYMENT	:	BUSINESS ACCOUNT SETUP

* PLEASE VERIFY THE CORRECTNESS OF ALL DETAILS CONTAINED IN THIS ADVICE AND NOTIFY THE BANK WITHIN 14 DAYS FROM THE DATE OF THIS ADVICE OF ANY DISCREPANCIES, OMISSIONS OR ERRORS THEREIN. UPON EXPIRY OF THIS PERIOD, THE DETAILS IN THIS ADVICE SHALL BE CONCLUSIVE AGAINST YOU EXCEPT AS TO ALLEGED ERRORS SO NOTIFIED BUT SUBJECT ALWAYS TO THE BANK'S RIGHT TO CORRECT ANY ERRORS CONTAINED THEREIN AT ANY TIME NOTWITHSTANDING SUCH ACCEPTANCE BY YOU.

[redacted]

OCBC Bank

Oversea-Chinese Banking Corporation Limited
Union Financial Centre (UFC), Unit 02-10
Corner of Maha Bandoola Road and Thein Phyu Road
45th Street, Botataung Township
Yangon, Republic of Union of Myanmar
Tel: +951 861 0388 Fax: +951 861 0394

CREDIT ADVICE

TO: CONVALT ENERGY (MYANMAR)
COMPANY LIMITED
25 B KANBAWZA ROAD BAHAN
TOWNSHIP YANGON MYANMAR

DATE: 4-May-2016
OUR REF: MM/41410637/204

A/C NO. 0009501020

WE HAVE RECEIVED THE FOLLOWING PAYMENT IN YOUR FAVOUR AND CREDITED THE NET AMOUNT TO YOUR ACCOUNT WITH US AS INSTRUCTED:

CURRENCY & AMOUNT	USD	60,000.00
LESS: FOREIGN BANK'S CHGS:	USD	-
HANDLING CHARGES	USD	-
NET AMOUNT	USD	60,000.00

PAYMENT RECEIVED BY	:	SWIFT
FROM	:	OCBCSGSGXXX
SENDER REF.	:	CT0009080642M001
BY ORDER OF	:	CONVALT MANDALAY SOLAR PRIVATE LIMITED
DETAILS OF PAYMENT	:	MAY 3, 2016: INVESTMENT IN CONVALT ENERGY MYANMAR CO., LTD

* PLEASE VERIFY THE CORRECTNESS OF ALL DETAILS CONTAINED IN THIS ADVICE AND NOTIFY THE BANK WITHIN 14 DAYS FROM THE DATE OF THIS ADVICE OF ANY DISCREPANCIES, OMISSIONS OR ERRORS THEREIN. UPON EXPIRY OF THIS PERIOD, THE DETAILS IN THIS ADVICE SHALL BE CONCLUSIVE AGAINST YOU EXCEPT AS TO ALLEGED ERRORS SO NOTIFIED BUT SUBJECT ALWAYS TO THE BANK'S RIGHT TO CORRECT ANY ERRORS CONTAINED THEREIN AT ANY TIME NOTWITHSTANDING SUCH ACCEPTANCE BY YOU.

APPENDIX (D)

CONVALT ENERGY (MYANMAR) COMPANY LIMITED

PRODUCTION AND INCOME

(In USD)

Sr.	Particulars	Unit	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	Yr 6	Yr 7	Yr 8	Yr 9	Yr 10	Yr 11	Yr 12	Yr 13	Yr 14	Yr 15
	Electricity Production	**KW/Hr**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**	**599,184,000**
	Sale Price	**USD 0.13 per KW/Hr**	**0.13**	**0.13**	**0.13**	**0.13**	**0.13**	**0.13**	**0.13**	**0.13**	**0.13**	**0.13**	**0.13**	**0.13**	**0.13**	**0.13**	**0.13**
	Income		**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**
	Commercial Tax		3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696
	Total Income		**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**	**81,788,616**

APPENDIX (E)

CONVALT ENERGY (MYANMAR) CO., LTD

Profit and Loss Account

Particulars	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD
Income	81,788,616	81,788,616	81,788,616	81,788,616	81,788,616	81,788,616	81,788,616	81,788,616	81,788,616	81,788,616	81,788,616	81,788,616	81,788,616	81,788,616	81,788,616
Commercial Tax	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696	3,894,696
Net Income	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**	**77,893,920**
Expenditure															
Raw Material	-	-	-	-	-	-	-	-	-	-					
Land Cost	102,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Labor	3,148,800	3,211,776	2,146,560	2,187,840	2,229,120	2,270,400	2,311,680	2,352,960	2,394,240	2,435,520	2,476,800	2,518,080	2,559,360	2,600,640	2,641,920
Electricity	500,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000	550,000
Adminstration	2,000,000	2,000,000	2,000,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000
Selling & Marketing	100,000	100,000	100,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000	110,000
Repair & Maintenance	1,800,000	1,800,000	1,800,000	1,800,000	1,800,000	5,400,000	5,400,000	5,400,000	5,400,000	5,400,000	5,400,000	5,400,000	5,400,000	5,400,000	5,400,000
Transport	900,000	900,000	900,000	990,000	990,000	990,000	990,000	990,000	990,000	990,000	990,000	990,000	990,000	990,000	990,000
Depreciation	48,600,000	48,600,000	48,600,000	48,600,000	48,600,000	48,600,000	48,600,000	48,600,000	48,600,000	48,600,000					
Miscellaneous	1,000,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
Total	**58,150,800**	**58,361,776**	**57,296,560**	**57,637,840**	**57,679,120**	**61,320,400**	**61,361,680**	**61,402,960**	**61,444,240**	**61,485,520**	**12,926,800**	**12,968,080**	**13,009,360**	**13,050,640**	**13,091,920**
Gross Profit	**19,743,120**	**19,532,144**	**20,597,360**	**20,256,080**	**20,214,800**	**16,573,520**	**16,532,240**	**16,490,960**	**16,449,680**	**16,408,400**	**64,967,120**	**64,925,840**	**64,884,560**	**64,843,280**	**64,802,000**
Income Tax	-	-	-	-	-	**4,143,380**	**4,133,060**	**4,122,740**	**4,112,420**	**4,102,100**	**16,241,780**	**16,231,460**	**16,221,140**	**16,210,820**	**16,200,500**
Net Profit	**19,743,120**	**19,532,144**	**20,597,360**	**20,256,080**	**20,214,800**	**12,430,140**	**12,399,180**	**12,368,220**	**12,337,260**	**12,306,300**	**48,725,340**	**48,694,380**	**48,663,420**	**48,632,460**	**48,601,500**

Note

Land Cost = Land Use Premium USD 2000 + Land Lease USD 50 x 2000 Acre = 2000 + 100000 = USD 102000

CSR = 2 % of Net Profit *394,862* *390,643* *411,947* *405,122* *404,296* *248,603* *247,984* *247,364* *246,745* *246,126* *974,507* *973,888* *973,268* *972,649* *972,030*

Depreciation: Machinery and Equipment = 10%

Income Tax = 25 % of Gross Profit after 5th Year.

Commercial Tax = 5%

APPENDIX (F)

CONVALT ENERGY (MYANMAR) COMPANY LIMITED

Cash Flow Statement

Particular	Construction Period	Operating Period														
	2 Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD	USD
Cash Inflow		68,343,120	68,132,144	69,197,360	68,856,080	68,814,800	65,173,520	65,132,240	65,090,960	65,049,680	65,008,400	64,967,120	64,925,840	64,884,560	64,843,280	64,802,000
Net Profit after Tax		19,743,120	19,532,144	20,597,360	20,256,080	20,214,800	16,573,520	16,532,240	16,490,960	16,449,680	16,408,400	64,967,120	64,925,840	64,884,560	64,843,280	64,802,000
Depreciation		48,600,000	48,600,000	48,600,000	48,600,000	48,600,000	48,600,000	48,600,000	48,600,000	48,600,000	48,600,000	-	-	-	-	-
Cash Outflow	490,000,000															
Capital Contribution	490,000,000															
Net Cash Flow	(490,000,000)	68,343,120	68,132,144	69,197,360	68,856,080	68,814,800	65,173,520	65,132,240	65,090,960	65,049,680	65,008,400	64,967,120	64,925,840	64,884,560	64,843,280	64,802,000
		(421,656,880)	(353,524,736)	(284,327,376)	(215,471,296)	(146,656,496)	(81,482,976)	(16,350,736)	48,740,224	113,789,904	178,798,304	243,765,424	308,691,264	373,575,824	438,419,104	503,221,104

Recoupment Period = 14 years 10 month

CONVALT ENERGY (MYANMAR) COMPANY LIMITED

Calculation of Internal Rate of Return

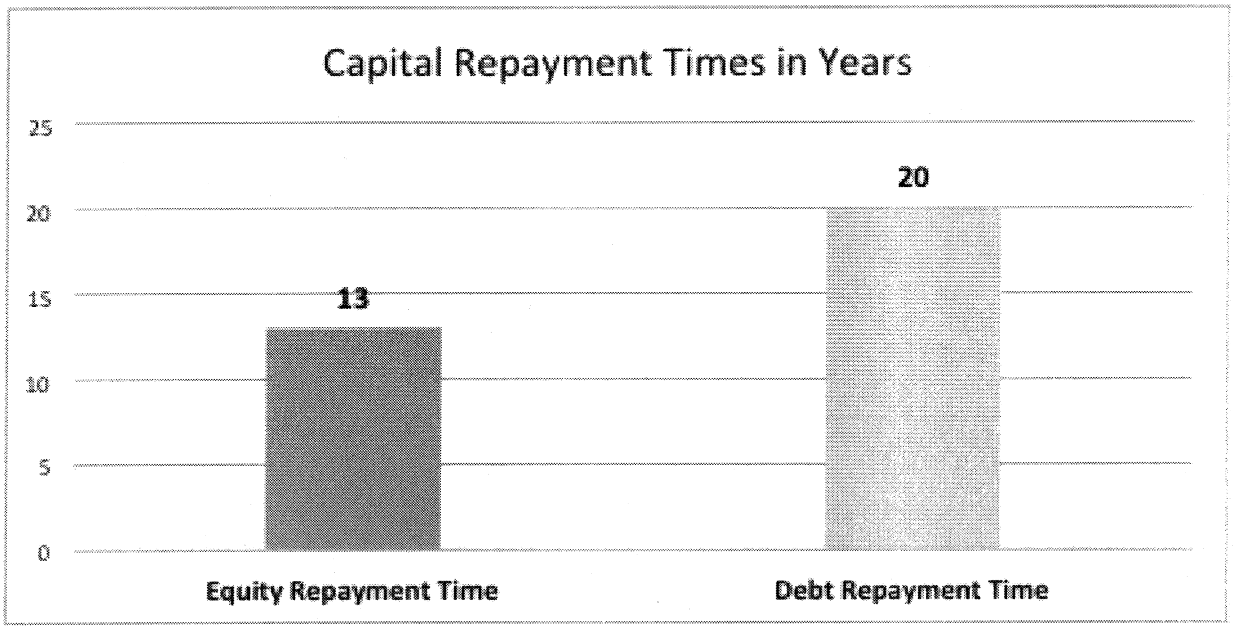
Year	Cash Inflow	Cash Outflow	Net Cash Flow	5%		10%	
		480000000	-480000000	0.95238	-457142880	0.90909	-436363680
1	62643120		62643120	0.90703	56819126	0.82645	51771156
2	62182144		62182144	0.86384	53715299	0.75132	46718378
3	63247360		63247360	0.82270	52033730	0.68301	43198769
4	62606080		62606080	0.78353	49053491	0.62092	38873430
5	62564800		62564800	0.74622	46686792	0.56447	35316203
6	55228824		55228824	0.71068	39250076	0.51316	28341113
7	55187544		55187544	0.67684	37353082	0.46651	25745376
8	55146264		55146264	0.64461	35547778	0.42410	23387420
9	55104984		55104984	0.61391	33829666	0.38554	21245341
10	55063704		55063704	0.58468	32194591	0.35049	19299498
11	55063704		55063704	0.55684	30661508	0.31863	17545003
12	55022424		55022424	0.53021	29173439	0.28966	15938015
13	54939864		54939864	0.50507	27748367	0.26333	14467369
14	54898584		54898584	0.48102	26407152	0.23939	13142282
15	54857304		54857304	0.45811	25130789	0.21763	11938540
					118462008		**-29435787**

IRR = 8.13 %

Convalt Energy (Myanmar) Co., Ltd

Recoupment Period has been broken down into Equity & Debt

Capital Type	Total Amount (USD)	Repayment Time (in Years)
Equity	$ 144,000,000.00	13
Debt	$ 336,000,000.00	20



Convalt Energy (Myanmar) Co., Ltd

Investment Structure

Sr.	Item	Value in USD
1	Cash	$ 3,000,000.00
2	Turnkey Price of Solar Park	$ 476,000,000.00
3	Land Lease	$ 1,000,000.00
	Total	$ 480,000,000.00

CONVALT ENERGY
475 Park Avenue South, 32nd Floor
New York, NY 10016
Tel: +1.212.683.0400

Expected Staff for Meiktila Site

List of Local Employees							
	Facility	Duration	Type of Personnel	Number of Personnel	Salary Per Month (USD)	Salary Payments Per Month (USD)	Annual Salary (USD)
1	Meiktila	Construction & Operation	Plant Manager	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
2	Meiktila	Construction & Operation	Quality Control Manager	2	$ 1,000.00	$ 2,000.00	$ 12,000.00
3	Meiktila	Construction & Operation	Civil Engineers	7	$ 700.00	$ 4,900.00	$ 8,400.00
4	Meiktila	Construction & Operation	Electrical Engineers	7	$ 700.00	$ 4,900.00	$ 8,400.00
5	Meiktila	Construction & Operation	Process Managers	2	$ 1,000.00	$ 2,000.00	$ 12,000.00
6	Meiktila	Construction & Operation	Logistic Managers	2	$ 1,000.00	$ 2,000.00	$ 12,000.00
7	Meiktila	Construction & Operation	Logistics Team	7	$ 400.00	$ 2,800.00	$ 4,800.00
8	Meiktila	Construction & Operation	Technicians	10	$ 400.00	$ 4,000.00	$ 4,800.00
9	Meiktila	Construction & Operation	Tax & Accounting Team	4	$ 1,000.00	$ 4,000.00	$ 12,000.00
10	Meiktila	Construction	*Helpers	100	$ 300.00	$ 30,000.00	$ 3,600.00
11	Meiktila	Construction	*Solar Installation Team	20	$ 400.00	$ 8,000.00	$ 4,800.00
12	Meiktila	Construction & Operation	Vehicle Operators	10	$ 400.00	$ 4,000.00	$ 4,800.00
13	Meiktila	Construction & Operation	Security	30	$ 300.00	$ 9,000.00	$ 3,600.00

List of Foreign Employees							
	Facility	Duration	Type of Personnel	Personnel #	Salary Per Month (USD)	Salary Payments Per Month (USD)	Annual Salary (USD)
1	Meiktila	Constuction & Operation	Head of Myanmar	1	$ 8,000.00	$ 8,000.00	$ 96,000.00
2	Meiktila	Constuction & Operation	Quality Control Manager	2	$ 2,000.00	$ 4,000.00	$ 24,000.00
3	Meiktila	Constuction & Operation	Civil Engineering Head	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
4	Meiktila	Constuction & Operation	Civil Engineers	3	$ 1,200.00	$ 3,600.00	$ 14,400.00
5	Meiktila	Constuction & Operation	Electrical Engineering Head	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
6	Meiktila	Constuction & Operation	Electrical Engineers	3	$ 1,200.00	$ 3,600.00	$ 14,400.00
7	Meiktila	Constuction & Operation	Solar Engineering Head	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
8	Meiktila	Constuction & Operation	Solar Engineers	3	$ 1,200.00	$ 3,600.00	$ 14,400.00
9	Meiktila	Constuction & Operation	Structural Engineering Head	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
10	Meiktila	Constuction & Operation	Structural Engineers	3	$ 1,200.00	$ 3,600.00	$ 14,400.00
11	Meiktila	Constuction & Operation	Process Management	2	$ 2,000.00	$ 4,000.00	$ 24,000.00
12	Meiktila	Constuction & Operation	Logistics Supervisor	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
13	Meiktila	Constuction & Operation	ESIA Supervisor	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
14	Meiktila	Constuction & Operation	Tax & Legal Supervisor	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
15	Meiktila	Constuction	Solar & Instrallation Team	6	$ 1,200.00	$ 7,200.00	$ 14,400.00

CONVALT ENERGY
475 Park Avenue South, 32nd Floor
New York, NY 10016
Tel: +1.212.683.0400

Expected Staff for Myingyan Site

	List of Local Employees						
	Facility	Duration	Type of Personnel	Number of Personnel	Salary Per Month (USD)	Salary Payments Per Month (USD)	Annual Salary (USD)
1	Myingyan	Construction & Operation	Plant Manager	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
2	Myingyan	Construction & Operation	Quality Control Manager	2	$ 1,000.00	$ 2,000.00	$ 12,000.00
3	Myingyan	Construction & Operation	Civil Engineers	7	$ 700.00	$ 4,900.00	$ 8,400.00
4	Myingyan	Construction & Operation	Electrical Engineers	7	$ 700.00	$ 4,900.00	$ 8,400.00
5	Myingyan	Construction & Operation	Process Managers	2	$ 1,000.00	$ 2,000.00	$ 12,000.00
6	Myingyan	Construction & Operation	Logistic Managers	2	$ 1,000.00	$ 2,000.00	$ 12,000.00
7	Myingyan	Construction & Operation	Logistics Team	7	$ 400.00	$ 2,800.00	$ 4,800.00
8	Myingyan	Construction & Operation	Technicians	10	$ 400.00	$ 4,000.00	$ 4,800.00
9	Myingyan	Construction & Operation	Tax & Accounting Team	4	$ 1,000.00	$ 4,000.00	$ 12,000.00
10	Myingyan	Construction	*Helpers	100	$ 300.00	$ 30,000.00	$ 3,600.00
11	Myingyan	Construction	*Solar Installation Team	20	$ 400.00	$ 8,000.00	$ 4,800.00
12	Myingyan	Construction & Operation	Vehicle Operators	10	$ 400.00	$ 4,000.00	$ 4,800.00
13	Myingyan	Construction & Operation	Security	30	$ 300.00	$ 9,000.00	$ 3,600.00

	List of Foreign Employees						
	Facility	Duration	Type of Personnel	Number of Personnel	Salary Per Month (USD)	Salary Payments Per Month (USD)	Annual Salary (USD)
1	Myingyan	Constuction & Operation	Head of Myanmar	1	$ 8,000.00	$ 8,000.00	$ 96,000.00
2	Myingyan	Constuction & Operation	Quality Control Manager	2	$ 2,000.00	$ 4,000.00	$ 24,000.00
3	Myingyan	Constuction & Operation	Civil Engineering Head	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
4	Myingyan	Constuction & Operation	Civil Engineers	3	$ 1,200.00	$ 3,600.00	$ 14,400.00
5	Myingyan	Constuction & Operation	Electrical Engineering Head	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
6	Myingyan	Constuction & Operation	Electrical Engineers	3	$ 1,200.00	$ 3,600.00	$ 14,400.00
7	Myingyan	Constuction & Operation	Solar Engineering Head	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
8	Myingyan	Constuction & Operation	Solar Engineers	3	$ 1,200.00	$ 3,600.00	$ 14,400.00
9	Myingyan	Constuction & Operation	Structural Engineering Head	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
10	Myingyan	Constuction & Operation	Structural Engineers	3	$ 1,200.00	$ 3,600.00	$ 14,400.00
11	Myingyan	Constuction & Operation	Process Management	2	$ 2,000.00	$ 4,000.00	$ 24,000.00
12	Myingyan	Constuction & Operation	Logistics Supervisor	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
13	Myingyan	Constuction & Operation	ESIA Supervisor	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
14	Myingyan	Constuction & Operation	Tax & Legal Supervisor	1	$ 2,000.00	$ 2,000.00	$ 24,000.00
15	Myingyan	Constuction	Solar & Instrallation Team	6	$ 1,200.00	$ 7,200.00	$ 14,400.00

Dated February 4th, 2016

MANDALAY REGION GOVERNMENT
as Lessor

and

CONVALT ENERGY MYANMAR CO., LTD,
as Project Company

LAND LEASE AGREEMENT – MYINGYAN SITE

CONTENTS

CLAUSE **PAGE**

THIS LAND LEASE AGREEMENT is made on February 4th 2016

BETWEEN:

(1) **MANDALAY REGION GOVERNMENT, the Republic of the Union of Myanmar** (hereinafter referred as the "***Lessor***", which expression shall under repugnant to the context or the meaning thereof be deemed to include its successors and permitted assign); represented for the purpose of this Agreement by His Excellency U Kyaw Myint, Minister of Electric Power and Industry, Mandalay Division; of the one part and

(2) **CONVALT ENERGY MYANMAR CO., LTD**, a company established under the laws of the Republic of the Union of Myanmar having its registered office at 25B KANBAWZA ROAD, BAHAN TOWNSHIP, YANGON, MYANMAR (hereinafter referred as the "***Project Company***" which expression shall under repugnant to the context or the meaning thereof be deemed to include its legal representatives, successors and permitted assigns) represented for the purpose of this Agreement by its CEO, Mr. Hari Achuthan of other part.

WHEREAS:

A. The Project Company is a special purpose company formed by ACO Investment Group LLC (***ACO***) and owned by CONVALT MANDALAY SOLAR PRIVATE LIMITED to undertake the development and operation of a solar photovoltaic project to be located in the Republic of the Union of Myanmar (the ***Project***).

B. Under a memorandum of understanding (***MOU***) entered into by the Lessor and ACO dated 8 February 2013, the Lessor undertook to provide suitable land and easements for the purposes of developing and operating the Project.

C. The Lessor desires to lease the Project Site (as defined below) to the Project Company and the Project Company desires to lease the Project Site (as defined below) from the Lessor on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits to be derived and the representations and warranties, conditions and promises set forth herein, the Parties, intending to be legally bound, hereby **AGREE AS FOLLOWS**:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Except as otherwise defined in this Agreement or to the extent the context requires otherwise, terms defined in the PPA (as defined below) shall have the same meaning and construction when used in this Agreement. For purposes of this Agreement, the following terms have the meanings opposite them:

Access Easement has the meaning set forth in Clause 3.1(a).

ACO has the meaning set forth in Whereas A of this Agreement.

Affiliates means, in relation to a Party, any entity that is now or hereafter controlled directly or indirectly by that Party, any entity or person that now or hereafter controls directly or indirectly that Party or any entity that is now or hereafter under common

control with that Party; and a present or future holding or subsidiary company of a Party or subsidiary of a holding company of a Party, shall be deemed to be an affiliate of that Party.

Agreement means this Agreement and includes the Schedules attached hereto.

Applicable Laws means any of the laws of the Republic of the Union of Myanmar applicable to the development, operation, ownership and maintenance of the Project, the Project Site or the Easement Areas.

Business Day means a day, other than a Saturday or Sunday, on which banks are open for general business in the Republic of the Union of Myanmar.

Completion Date means a Business Day, as determined by the Project Company acting in good faith and notified in writing to the Lessor, on which the Project Company has completed initial studies and testing in connection with the topography and geography relating to the Project Site and raised project financing adequate for the development of the Project in connection with the Project's bankable feasibility study.

Dispute has the meaning set forth in Clause 11(a).

Easement Areas means the property over which the Easements are granted.

Easements means each of the Access Easement, the Utility Easements, the Water Pipeline Easement and any other easements granted pursuant to Clause 3.5 of this Agreement.

Effective Date means the date on which this Agreement is entered into by the Parties.

Environmental Condition means the condition of the Project Site and Easement Areas with respect to:

(a) any presence, migration, movement, release, leaching or disposal of any Hazardous Substance on, to, from, upon, under or within all or any portion of the Project Site or the Easement Areas;

(b) any condition, event or circumstance that constitutes or is alleged by any person to constitute a violation of any present or future Environmental Laws;

(c) the presence of any archaeological remains or other historical artefacts on or under the Project Site or the Easement Areas; and

(d) the presence of any unexploded munitions on or under the Project Site or the Easement Areas.

Environmental Law means any of the laws of the Republic of the Union of Myanmar concerning pollution, Hazardous Substances or the protection of human health or the environment including, but not limited to, the Environmental Conservation Law of 2012.

Event of Default means any event or circumstance constituting an Event of Default under Clause 12.

Hazardous Substance means any hazardous, toxic or polluting substance, material or waste (including any substance identified or specified as such under any Environmental Law).

Lease Term has the meaning set forth in Clause 6.1.

Lenders means any banks, financial institutions or other lenders providing debt facilities to the Project Company or for the purposes of the Project.

MOU has the meaning set forth in Whereas B of this Agreement.

Party means a party to this Agreement and ***Parties*** means all of them together.

PPA means the power purchase agreement dated on or about the date of this Agreement between the Project Company and Myanma Electric Power Enterprise.

Project has the meaning set forth in Whereas A of this Agreement.

Project Site means the site identified as the location for the Project, the coordinates of which are set out in Schedule 1.

Utility Easements has the meaning set forth in Clause 3.2.

Water Pipeline Easement has the meaning set forth in Clause 3.3.

US Dollars or ***US$*** means the lawful currency for the time being of the United States of America.

1.2 Interpretation

In this Agreement, a reference to:

(i) Clauses and Schedules are, unless the context otherwise requires, references to Clauses of, and Schedules to, this Agreement;

(ii) writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words, figures or symbols in a lasting and visible form;

(iii) a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed;

(iv) a Party to this Agreement includes that Party's successors and permitted assigns; and

(v) a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, amended, supplemented or restated from time to time.

2. LEASE AND GRANT OF USER RIGHTS

2.1 Lease of Project Site

The Lessor, as legal and beneficial owner, hereby leases, rents, lets and demises to the Project Company, and the Project Company hereby leases, rents, lets and takes from the Lessor, the Project Site for the Lease Term and upon and subject to all of the terms and conditions set forth in this Agreement.

2.2 Licence

Without prejudice to the lease granted under this Agreement, the Lessor hereby grants to the Project Company, at all times from and after the Effective Date up to and including the Completion Date, a licence to enter and use the Project Site and the Easement Areas for the purposes specified in this Agreement.

3. LEASE TERM EASEMENTS

3.1 Access Easement

(a) The Lessor hereby grants to the Project Company an irrevocable easement on and across all portions of the Lessor's property required by the Project Company for the purpose of ingress and egress, by pedestrian and vehicular traffic to the Project Site including but not limited to the areas more particularly described in Schedule 2 (the ***Access Easement***).

(b) The Project Company shall have the right, at its expense, to make any improvements it deems necessary or desirable to the Access Easement, including (without limitation) any paving, grading, gates, culverts, drainage and other related facilities.

(c) The Project Company shall have the right, at its expense, to install and maintain one or more directional signs within the Access Easement to mark the location of the Project.

3.2 Utility Easements

The Lessor hereby grants to the Project Company irrevocable easements on, over and across all portions of the Lessor's property and the Project Site required by the Project Company for the purpose of installing, operating, maintaining, repairing and replacing any and all utility infrastructure, including for water, sewage, electricity or communications to be designed, built, operated and maintained by the Project Company (or its appointed contractors), the locations and coordinates of which shall be notified by the Project Company to the Lessor prior to the commencement of any work thereon including but not limited to the areas more particularly described in Schedule 2 (the ***Utility Easements***).

3.3 Water Pipeline Easement

The Lessor hereby grants to the Project Company irrevocable easements on, over and across all portions of the Lessor's property and the Project Site required by the Project Company for the purposes of installing, drilling, constructing, maintaining, repairing, replacing, owning and operating water wells, pumps, storage tanks, sprinklers, washers or drainage, and pumping water from the subject property and transporting water by pipeline to the Project Site, the locations and coordinates of which shall be notified by the Project Company to the Lessor prior to the commencement of any work thereon including but not limited to the areas more particularly described in Schedule 2 (the ***Water Pipeline Easement***).

3.4 General Provisions

(a) The Project Company shall have the right to install or construct underground facilities and components in the Easement Areas, such as foundations, footings, compacted fill or base material and underground pipelines or cables for the purposes of the Project.

(b) The Lessor warrants and represents that it has not created, and has no knowledge of, any underground improvements that could be expected to interfere with the Project Company's use of the Easements for the purposes for which they are intended.

(c) The Project Company shall, subject to the prior approval of the Lessor (such approval not to be unreasonably withheld or denied), have the right to relocate to a location determined by the Project Company, the Project Site and any of the Easement Areas if the Project Company determines that the Project Site or any such Easement Areas cannot be used for their intended purpose for any reason, including due to the presence of any Hazardous Substance or unexploded munitions.

(d) The Easements will continue in full force and effect throughout the term of this Agreement.

(e) The Project Company will have the right to fence the Easement Areas, subject to the prior approval of the Lessor, such approval not to be unreasonably withheld or delayed.

(f) The Lessor will indemnify and hold harmless the Project Company against any and all third party claims relating to the Lessor's ownership rights over the Project Site or the property underlying the Easements and will defend the Project Company and the property underlying the Easements against such claims.

(g) The Lessor shall provide all required assistance to the Project Company in the application for, and use all reasonable efforts to expedite the consideration and the granting of any other permit required from any Governmental Authority in order to use the Project Site for the project.

3.5 Additional Easements

Subject to the availability of land, the Lessor shall grant to the Project Company such additional easements over and across the Lessor's other property as are reasonably necessary for the Project Company to construct, operate and maintain any expansion of the Project beyond the Contracted Capacity, including, without limitation, an easement for the discharge of storm water, in such locations mutually determined by the Project Company and the Lessor.

3.6 Further Assurances

The Parties shall promptly execute all such deeds and other documents and otherwise do all such things as may be reasonably necessary in order to give effect to the grant of the easements hereunder and any amendments thereof.

3.7 Easements Over Private Property

The Lessor hereby confirms that all of the easements granted under this Agreement are over property belonging to the Lessor. To the extent that additional easements are required by the Project Company over privately owned property in the Republic of the Union of Myanmar, the Project Company shall pay reasonable compensation to the owners of the relevant property for the grant of such additional easements.

4. USE

4.1 Permitted Uses

The Project Company shall use the Project Site solely for the construction, ownership, operation, commissioning, testing, inspection and maintenance of the Project and such other purposes as are reasonably incidental thereto, including (without limitation) for the purposes of conducting studies and testing in connection with the topography and geography relating to the Project Site and does not hinder the development and operations of the Project.

4.2 Applicable Laws

The use of the Project Site shall be in accordance with Applicable Laws.

4.3 Removal of Existing Structures

Notwithstanding anything to the contrary contained in this Agreement, from and after the date of this Agreement, the Project Company and its agents and licensees shall have the right to demolish and remove any and all above-ground structures located on the Project Site or the Easement Areas and to clear the Project Site of all materials (including vegetation) for the purposes of the Project and under no circumstance shall the Project Company have any obligation whatsoever to repair, restore or replace any such structures or materials following the demolition and removal thereof by the Project Company or its agents or licensees.

4.4 Removal of Future Structures

The Project Company shall have the right to remove any solar photovoltaic panels, power systems including turbines and, structures or infrastructure, whether or not deemed to be fixtures or fittings, at the expiry of the Lease Term, provided that the Lessor may purchase the same on a willing buyer, willing seller basis for consideration to be mutually agreed between the Parties.

4.5 Delegation

Notwithstanding anything to the contrary in this Agreement, the Project Company may in its sole discretion delegate any of its rights or obligations to a third party, including (without limitation) to an agent, licensee or contractor, and the Lessor acknowledges the potential for, and agrees to, such delegation.

4.6 Right of Re-entry to Project Site

If the Project Company in any substantial respect fails to perform or observe the terms and conditions of this Agreement and fails to rectify such non-performance or non-observance within 180 (one hundred and eighty) days after such notice in writing from the Lessor of such default, the Lessor shall be at liberty to re-enter upon and take possession of the Project Site and the Lease shall, thereupon, determine and terminate provided that such of re-entry shall not prejudice any right of action of the Lessor for recovery of money from the Project Company by way of rent or compensation for damages.

4.7 Re-transfer of the Project Site

At the expiry or termination of this Agreement, the Lessee shall transfer the Project Site to the Lessor within 6 (six) months in good condition with any ground damages having been refilled or repaired without any consideration.

The Project shall be removed and if applicable disposed at cost of the Lessee within 6 (six) months, not affecting the Lessor's rights to claim for the rent up to the date of complete evacuation and damages caused to the Project Site by the Project Company.

4.8 Ownership of Resources

The Lessee will not claim any ownership or other rights related to treasures or other (mineral) resources found on the Project Site.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties

(a) The Lessor represents and warrants to the Project Company that:

(i) it has the capacity and power to enter into and perform its obligations under this Agreement;

(ii) this Agreement has been duly authorised, executed and delivered by it and constitutes its legal, valid and binding obligations, enforceable in accordance with its terms;

(iii) the execution and delivery of, and performance of its obligations under, this Agreement by the Lessor does not and, under Applicable Laws, shall not constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, government entity or arbitrator of competent jurisdiction applicable or relating to it or to its assets;

(iv) it is the sole owner of the Project Site and the property underlying the Easement Areas, and the Project Company shall have (x) as of the Effective Date, an effective licence to use the Project Site and the Easements and (y) as of the Completion Date, a valid leasehold estate in and to the Project Site, in each case, in accordance with the terms and provisions of this Agreement;

(v) as of the Effective Date, it is, and throughout the Lease Term will be, the owner of good and clear title to the Project Site and the Easement Areas, free and clear of all liens or other encumbrances and that no action, suit, investigation, arbitration or other proceeding is pending against the Project Site and/or the Easement Areas which if determined adversely would impair the ability of the Project Company to exercise its rights under this Agreement and/or impair the ability of the Lessor to perform its obligations under this Agreement;

(vi) it has obtained all Governmental Approvals required to enable it to lawfully enter into, and comply with its obligations under this Agreement; and

(vii) as of the Effective Date, the Project Company will have exclusive rights to the Project Site, which will be vacant and free and clear of all third party occupants.

(b) The Project Company represents and warrants to the Lessor that:

(i) it has complied in all material respects with all Applicable Laws and has the requisite power and authority to conduct its business, to own its properties and to execute, to deliver and to perform its obligations under this Agreement;

(ii) subject to the qualifications contained in any Myanmar law legal opinions to be provided by legal advisers to the Project Company, this Agreement has been duly authorised, executed and delivered by it and constitutes its legal, valid and binding obligations, enforceable in accordance with its terms; and

(iii) the execution and delivery of, and performance by the Project Company of its obligations under this Agreement, subject to the granting and maintenance of the requisite consents, does not constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, government entity or arbitrator of competent jurisdiction applicable or relating to it, its assets or its businesses.

5.2 Quiet Enjoyment

The Lessor covenants and warrants that, as long as no Event of Default on the part of the Project Company has occurred and is continuing under this Agreement, the Project Company will have the peaceful and quiet enjoyment, possession and use of the Project Site; provided that the Lessor may, on reasonable notice to the Project Company and during normal working hours, enter the Project Site for the purpose of inspecting the Project Site and monitoring compliance with this Agreement by the Project Company, provided that such entry does not or is not likely to interfere with the Project in any material respect.

5.3 Certification

On each of:

(i) the date of financial close of the loan facilities relating to the Project; and

(ii) the date on which the Project achieves commercial operation;

the Lessor shall issue a certificate to the Project Company, dated as of each such date, signed by a duly authorised representative of the Lessor, stating that no Event of Default has occurred and is continuing with respect to the Lessor and that the Lessor has performed all obligations required to be performed by it hereunder on or before the date of issue of the relevant certificate.

6. TERM

6.1 Lease Term

The term of the lease granted by the Lessor to the Project Company pursuant to Clause 2.1 shall be for a period commencing on and including the Completion Date and ending on but excluding the date falling thirty (30) years from the Completion Date (the ***Initial Period***). The term of the lease shall be automatically extended for two additional periods (each, a ***Renewal Period***) of 15 (fifteen) years each, such that the total lease term (the ***Lease Term***) shall be sixty (60) years.

6.2 Term of Agreement

Subject to Clause 14.11, this Agreement shall terminate automatically at the end of the Lease Term.

6.3 Termination

This Agreement may be terminated without the need for further notice upon the termination or expiry of the PPA.

7. RENT

The Project Company shall pay an annual rent, to be paid by the 31 January in each year during the Lease Term, for the Project Site and all the Easements in an amount of US$ $100 per acre for a total of $100,000 per year for 1000 acres needed for the project. The rent for the first Lease Term shall become due on 31 December of the first Year of the Lease.

The Lessor will have the option to develop an additional 2,500 acres at an annual rent of US$ 100 per acre.

8. TAXES AND ASSESSMENTS

The amount of the rent set forth in Clause 7 includes the Project Company's obligations in respect of all property, municipal and other taxes, charges, dues and fees relating to its occupation of the Project Site or the use of the Easement Areas throughout the duration of this Agreement as contemplated hereunder with the exception of any taxes charged by the Government of the Republic of the Union of Myanmar, the Regional Government of Mandalay and standard fees payable for obtaining the necessary permits in the Republic of the Union of Myanmar.

9. ENVIRONMENTAL MATTERS

(a) Subject to Clause 9(b)(ii) below, the Project Company shall defend, indemnify and hold the Lessor harmless against any loss or damage relating to the presence, migration, movement, release, leaching or disposal of any Hazardous Substances resulting from the operations, acts or omissions of the Project Company in connection with the Project Site or the Easement Areas during the Lease Term.

(b) The Lessor shall defend, indemnify and hold the Project Company and any Lenders and their respective assignees harmless against any loss or damage:

   (i) relating to the Environmental Condition of the Project Site arising from facts or circumstances existing at, on or under the Project Site or the Easement Areas on or before the Effective Date, whether known or unknown to the Lessor or any other person; or

   (ii) resulting from the presence, migration, movement, leaching or disposal of any Hazardous Substance onto the Project Site or the Easement Areas resulting from the acts or omissions of the Lessor, it's Affiliates or any governmental or non-governmental entities on and following the Effective Date.

(c) Each Party will promptly notify the other Party in the event it becomes aware of any breach or violation, or any alleged breach or violation, of any Environmental Laws arising out of or in any way relating to the construction, modification or operation of any part of the Project or any other activities or conditions that occur within the Project Site or the Easement Areas.

10. ASSIGNMENTS

10.1 Assignment

Subject to Clause 10.2, no assignment or transfer by a Party of this Agreement of such Party's rights or obligations under this Agreement shall be effective without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

10.2 Assignment to Lenders

Notwithstanding the provisions of Clause 10.1, for the purpose of financing the Project, the Project Company may freely, and without requiring the consent of the Lessor or any other person, assign or charge its rights and interests under or pursuant to this Agreement to, or create a security interest in favour of, any Lenders.

10.3 Direct Agreement with the Lenders

The Lessor shall, if so required by the Lenders, negotiate in good faith and enter into a direct agreement with the Lenders in a form customary for projects similar to the Project, provided that any such direct agreement shall not provide a third party with rights materially different from the Project Company's rights under this Agreement.

10.4 Further Assurances

The Lessor hereby acknowledges, and shall at the request of the Project Company execute and deliver, all such further acknowledgements to the Lenders or their designees, with respect to the security created as contemplated by this Clause 10 and the rights of such persons under this Agreement as the Lenders may request. The Lessor also agrees that it shall use its reasonable efforts to provide information reasonably requested by Lenders (and to assist in obtaining information reasonably requested by Lenders from other governmental entities) and to meet and negotiate with the Lenders in connection with the financing for the Project.

11. ARBITRATION

(a) In the event of any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination of this Agreement (a ***Dispute***), the Parties shall make a good faith effort to negotiate a resolution to the Dispute. Pending final resolution of a Dispute, the Parties shall continue performance under this Agreement, unless to do so would be impossible or impracticable.

(b) If the Parties are unable to resolve the Dispute amicably within thirty 30days after notice of a Dispute has been issued by a Party, the Dispute shall be referred to and finally resolved by arbitration in the Republic of the Union of Myanmar in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration 2010 for the time being in force, which rules are deemed to be incorporated

by reference in this Clause 11. The arbitral tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English.

(c) Any arbitral award rendered shall be final and binding upon the Parties and enforceable in any court of competent jurisdiction, including without limitation, the courts of the Republic of the Union of Myanmar.

(d) The Lessor irrevocably waives and agrees not to claim any immunity from suit and/or any immunity from any and all forms of execution, enforcement or attachment to which it or its property is now or may hereafter become entitled under the laws of any jurisdiction, and the Lessor declares that such waiver shall be effective to the fullest extent permitted by such laws.

(e) For the avoidance of doubt, the Lessor irrevocably submits to the jurisdiction of any court where proceedings are brought by the Project Company for the purposes of this Clause 11 and undertakes not to raise any objection on grounds of inconvenient forum or otherwise.

(f) If the courts of Myanmar does not recognize or enforce an award granted by an arbitral tribunal within sixty (60) days of an application for recognition or enforcement by the Project Company, the Project Company may set off the amount of the award against other monies payable by the Project Company to the Lessor, including (without limitation) by way of dividends, taxes, rents, charges or otherwise.

12. EVENTS OF DEFAULT

12.1 An Event of Default shall be deemed to have occurred if either Party fails to perform any of its material obligations hereunder and:

(i) such failure or breach is not remedied for a period of ninety (90) days after receipt of written notice from the other Party of such failure or breach; or

(ii) if such failure or breach cannot be remedied within ninety (90) days after receipt of such notice using reasonable efforts, the breaching Party has not commenced remedying the breach within such ninety (90) day period and thereafter continued to use reasonable efforts to cure such failure or other breach.

12.2 Remedies for Default

Upon the occurrence of an Event of Default by either Party and while such Event of Default is continuing, the other Party may pursue all rights and remedies available under Applicable Laws (other than termination of this Agreement), in each case subject to the limitation on damages contained in Clause 13.1, including:

(i) the right to pursue actual damages; or

(ii) the right to restrain and enjoin any Event of Default or potential or threatened Event of Default by the defaulting Party.

13. LIABILITY OF PARTIES

13.1 Limitation of Liability

(a) Except as required by Clause 13.2, neither Party shall be liable to the other Party in contract, tort, warranty, strict liability or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages.

(b) Neither Party shall have any liability to the other Party except pursuant to, or for breach of, this Agreement; provided, however, that this provision is not intended to constitute a waiver of any rights of one Party against the other with regard to matters unrelated to this Agreement or any activity not contemplated by this Agreement or provided under Applicable Laws.

13.2 Indemnification

(a) Except as specifically provided elsewhere in this Agreement, the Lessor shall indemnify and defend the Project Company, its appointed construction contractors and the Lenders for themselves and as trustee for each of their respective officers, directors and employees against, and hold each such person harmless from, at all times after the date hereof, any and all losses incurred, suffered, sustained or required to be paid, directly or indirectly, by, or sought to be imposed upon, any such person, for personal injury or death to persons or damage to property arising out of any negligent or intentional act or omission by the Lessor in connection with this Agreement.

(b) Except as specifically provided elsewhere in this Agreement, the Project Company shall indemnify and defend the Lessor for itself and as trustee for its officers, directors and employees against, and hold the Lessor and its officers, directors and/or employees harmless from, at all times after the date hereof, any and all loss, incurred, suffered, sustained or required to be paid, directly or indirectly, by, or sought to be imposed upon, the Lessor and its officers, directors and employees, for personal injury or death to persons or damage to property arising out of any negligent or intentional act or omission by the Project Company in connection with this Agreement.

(c) In the event injury or damage results from the joint or concurrent negligent or intentional acts or omissions of the Parties, each Party shall be liable under this indemnification in proportion to its relative degree of fault as may be agreed by the Parties or determined in accordance with Clause 11 or as adjudicated by a court of competent jurisdiction.

14. MISCELLANEOUS

14.1 Waiver of Immunity

(a) The Lessor unconditionally and irrevocably agrees that the execution, delivery and performance by it of this Agreement constitutes private and commercial acts. In furtherance of the foregoing, the Lessor hereby irrevocably and unconditionally agrees that:

(i) should any proceedings be brought against it in any jurisdiction or forum in connection with this Agreement or any of the transactions contemplated by this Agreement, no claim of immunity from such proceedings will be made by or on behalf of itself;

(ii) it waives any right of immunity which it now has or may in the future have in any jurisdiction in connection with any such proceedings; and

(iii) consents generally in respect of the enforcement of any judgment or arbitral award against it in any such proceedings in any jurisdiction, to the giving of any relief or the issuance of any process in connection with such proceedings, including, without limitation, the making, enforcement or execution against or in respect of any of its assets invested in financial, commercial or industrial activities or deposited in banks.

(b) The waiver in Clause 14.1(a) above extends to and constitutes consent to relief being given against the Lessor in Singapore or in any other jurisdiction by way of injunction or order for specific performance or for the recovery of any property whatsoever or other provisional or interim protective measures and to its property being subject to any process effected in the course or as a result of any action in rem.

14.2 Amendment

In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and requires amendments to this Agreement, the parties shall enter into negotiations with the target to achieve a solution acceptable to both Parties. This Agreement can be amended only by an agreement between the Parties in writing.

14.3 Notices

(a) Except as otherwise expressly provided in this Agreement, all notices or other communications to be given or made under this Agreement shall be in writing, shall be addressed for the attention of the persons indicated below and shall either be delivered personally or sent by courier, registered or certified first class (and, if to another country, airmail) mail or sent by fax (with a copy of the transmission sent by registered or certified first class (and, if to another country, airmail) mail).

(b) The addresses for service of the Parties and their respective facsimile numbers shall be:

(i) If to the Lessor:

Attention: His Excellency, Minister of Electric Power, Mandalay Region Government
Address: [ ]
Facsimile: [ ]

(ii) If to the Project Company:

Attention: Hari Achuthan
Address: 25B Kanbawza Road, Bahan Township, Yangon, Myanmar
Facsimile: [ ]

(c) Any notice or other communication made by one Party to the other Party shall be deemed to be received by the other Party if delivered by hand or courier, on the day on which it is left at that Party's address and delivery acknowledged by the receiving Party or if sent by registered or certified first class mail on the date on which the same is confirmed to have been delivered by the relevant postal service or by fax on the day that it is transmitted confirmed receipt if received on a Business Day during normal working hours of the recipient and otherwise on the following Business Day.

(d) A Party may notify the other Party of a change to its name, relevant addressee, address or facsimile number provided that such notification shall only be effective on:

(i) the date specified in the notification as the date on which the change is to take place; or

(ii) if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date falling five (5) Business Days after notice of any such change has been given.

14.4 Governing Law

This Agreement shall be governed by, and construed in all respects in accordance with, the laws of the Republic of the Union of Myanmar.

14.5 Entire Agreement

This Agreement and the Schedules attached hereto contain the complete agreement of the Parties hereto with respect to the matters contained herein.

14.6 Counterparts

This Agreement has been executed in three (3) original copies. Each signed copy shall constitute an original of this Agreement but all such copies shall together constitute one and the same instrument.

14.7 Confidentiality

(a) Each Party shall hold in confidence and ensure that all information received or obtained as a result of entering into or performing this Agreement which relates to the negotiation, provisions or performance of this Agreement or the other parties or any aspect of their respective businesses or operations, is treated as strictly confidential and is not disclosed.

(b) A Party may disclose information which would otherwise be confidential if and to the extent:

(i) required by the law of any jurisdiction to which the Party making the disclosure is subject, provided that the relevant Party has taken all practicable and lawful steps to limit the scope and nature of any such disclosure;

(ii) necessary or desirable for the conduct of any dispute resolution under Clause 11;

(iii) required by any securities exchange or regulatory or governmental body to which the relevant Party or any of its Affiliates is subject, such disclosure to be in a form and nature (to the extent possible) agreed between the Parties;

(iv) disclosed to the professional advisers or auditors of the relevant Party or, to the extent required to be disclosed for the purpose of the Project, to any actual or potential Lenders or to any actual or potential contractors or suppliers of equipment to the Project;

(v) disclosed by the Project Company to its shareholders, including (without limitation) ACO and ACO's Affiliates;

(vi) that the information has come into the public domain through no fault of the disclosing Party;

(vii) required by the Lenders;

(viii) required for the registration of any interest in land in any register; or

(ix) that the other Party has given its prior consent to such disclosure.

(c) In the case of disclosure under paragraphs (iv), (v) and (vii) the disclosing Party shall use reasonable endeavours to ensure that the person to whom the information is disclosed treats it as confidential.

(d) The provisions of Clause 14.7(a) above shall not apply to:

(i) any information in the public domain otherwise than by breach of this Agreement;

(ii) information in the possession of the receiving Party before divulgence as aforesaid, and which was not obtained by breach of any obligation of confidentiality; and

(iii) information obtained from a third party who is free to divulge the same and which is not obtained by breach of any obligation of confidentiality.

14.8 Waivers

(a) No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be effective unless in writing duly executed by a duly authorised representative of such Party.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

14.9 Headings

The headings contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement nor shall such headings be used in any manner to aid in the construction or interpretation of this Agreement

14.10 Third Parties

This Agreement is intended solely for the benefit of the Parties hereto and, except for rights expressly granted to the Lenders, nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

14.11 Survival

The cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination, including, without limitation, warranties, remedies, promises of indemnity and confidentiality. In particular (without limitation), the provisions contained in Clauses 9, 13.2, 14.1 and 14.7 shall survive termination of this Agreement

14.12 Official Language

This Agreement shall be executed in both an English language version and a Myanmar language version which will have equal force and effect. The English language version of this Agreement shall prevail in the event of any inconsistencies or disputes.

14.13 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns

14.14 Approval Not to Be Unreasonably Withheld or Delayed

Unless otherwise provided herein with respect to a particular provision, whenever the acceptance, consent or approval of a Party is required herein, such acceptance, consent or approval shall not be unreasonably withheld or delayed by such Party.

14.15 Integral Part of the Agreement

The description of the Project Site attached hereto at Schedule 1, including [the map of the Project Site, title documents of the Project Site and the layout of the existing buildings and structures (if any) relating to the Project Site,] form an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorised representatives as of the day and year first above written.

SCHEDULE 1

DESCRIPTION OF PROJECT SITE

ဦး ပိုင် တစ် ခု ၏ ရာ ဇ ဝင်

မြေစာရင်းပုံစံ(၁၀၆)

ခရိုင် တအေးမြစ်ခြံ၊ မြို့နယ် မြင်းခြံ၊ မြေတိုင်းစာရေးအုပ်စု ______၊ ကွင်း/အကွက်အမှတ် နှင့် အမည် [illegible]

ခုနှစ်	ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရသူ ပိုင်ရှင်အမည်/ဂရန်ရှင် အငှားဂရန်ရှင်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	အခွန်တော်သင့်ငွေ (ဩဇကြီးအပါဝင်) (ကျပ်)	မည်ကဲ့သို့ ပြောင်းလွှဲသည့် ညွှန်ပြချက်	မှတ်ချက်
၁	၂	၃	၄	၅	၆	၇	၈	၉
၂၀၁၅		အမှတ် (၉၈) [illegible] မြေ	အစိုးရ	[illegible]	(၁၀၀၀.[illegible])		[illegible] အမှတ် (၉၈) [illegible] ၂/၃ - ၅/၃၂ [illegible] (၂၁၀) [illegible] ၂၀၁၄ [illegible] (၂၇) [illegible]	



လျှောက်ထားသူအမည် [illegible]၊

လျှောက်လွှာတင်သည့် နေ့စွဲ ၁၁-၅-၂၀၁၅၊

လျှောက်သူသို့ လက်ခံပေးအပ်သည့် နေ့စွဲ ၁၂-၅-၂၀၁၅၊

ရေးကူးပေးသည့် အကြောင်းအရာ MIC ၁ိ ACO [illegible]၊

(ဖော်ပြပါ အကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။) [illegible]

အထက်ပါ ရေးကူးဖော်ပြသော အကြောင်းအရာတို့မှာ ၂၀၁၅ - ၂၀၁၆ ခုနှစ်အတွက် နှစ်စဉ်နောက်ဆက်တွဲ တိုင်းတာခြင်း၊ မြေပုံနှင့် မှတ်ပုံတင်စာရင်းများတွင် ပါရှိသည့်အတိုင်း အမှန်လက်ခံရေးကူးကြောင်း သက်သေခံပါသည်။

အမှုတွဲထိန်း/မြေတိုင်းစာရင်းလက်မှတ် -

နေ့စွဲ [illegible]

ဦးစီးအရာရှိ
မြို့နယ်မြေစာရင်းဦးစီးဌာန
မြင်းခြံမြို့

တိုက်ဆိုင် စစ်ဆေးပြီး မှန်ကန်ပါသည် [illegible]

လက်ထောက်ဦးစီးမှူး [illegible]

[illegible]

မြေစာရင်းပုံစံ - ၁၀၅ 2014 - 038028★

မှန်ကန်ကြောင်း သက်သေခံ / သက်သေမခံ သော လက်ရှိမြေပုံတွင် ယခုနှစ်အသုံးပြုသော ဦးပိုင်မြေပုံ လက်ခံရေးကူးရန်ပုံစံ

တိုင်းဒေသကြီး/ ပြည်နယ် မကွေး	
ခရိုင် မြင်းခြံ	
မြို့နယ်/ မြို့နယ်ခွဲ မြင်းခြံ	
ရပ်ကွက်/ ကျေးရွာအုပ်စု [illegible]	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် [illegible]	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ်	

ဦးပိုင်အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ ပိုင်ရှင်/ ဂရန်ရှင်/ အငှားဂရန်ရှင် အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
[illegible]	[illegible]	[illegible]	[illegible]	၁၀၀၀.၂၅	[illegible]

ရေးကူးပေးသည့်အကြောင်းအရာ	MTC သို့ ACO ကုမ္ပဏီမှ ဖြတ်ပိုင်းငှားရမ်းလျှောက်ထားချက်

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် - [illegible] (ACO ကုမ္ပဏီ)

လျှောက်လွှာတင်သည့်နေ့စွဲ - ၁၁.၅.၂၀၁၅

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ - ၁၂.၅.၂၀၁၅

ယခုအထက်တွင် ဖြစ်ဆိုသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၅ / ၁၆) ခုနှစ် အတွက် နောက်ဆက်တွဲကိုင်းတာခြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် - [redacted]

နေ့စွဲ - ၁၂.၅.၂၀၁၅ [redacted]

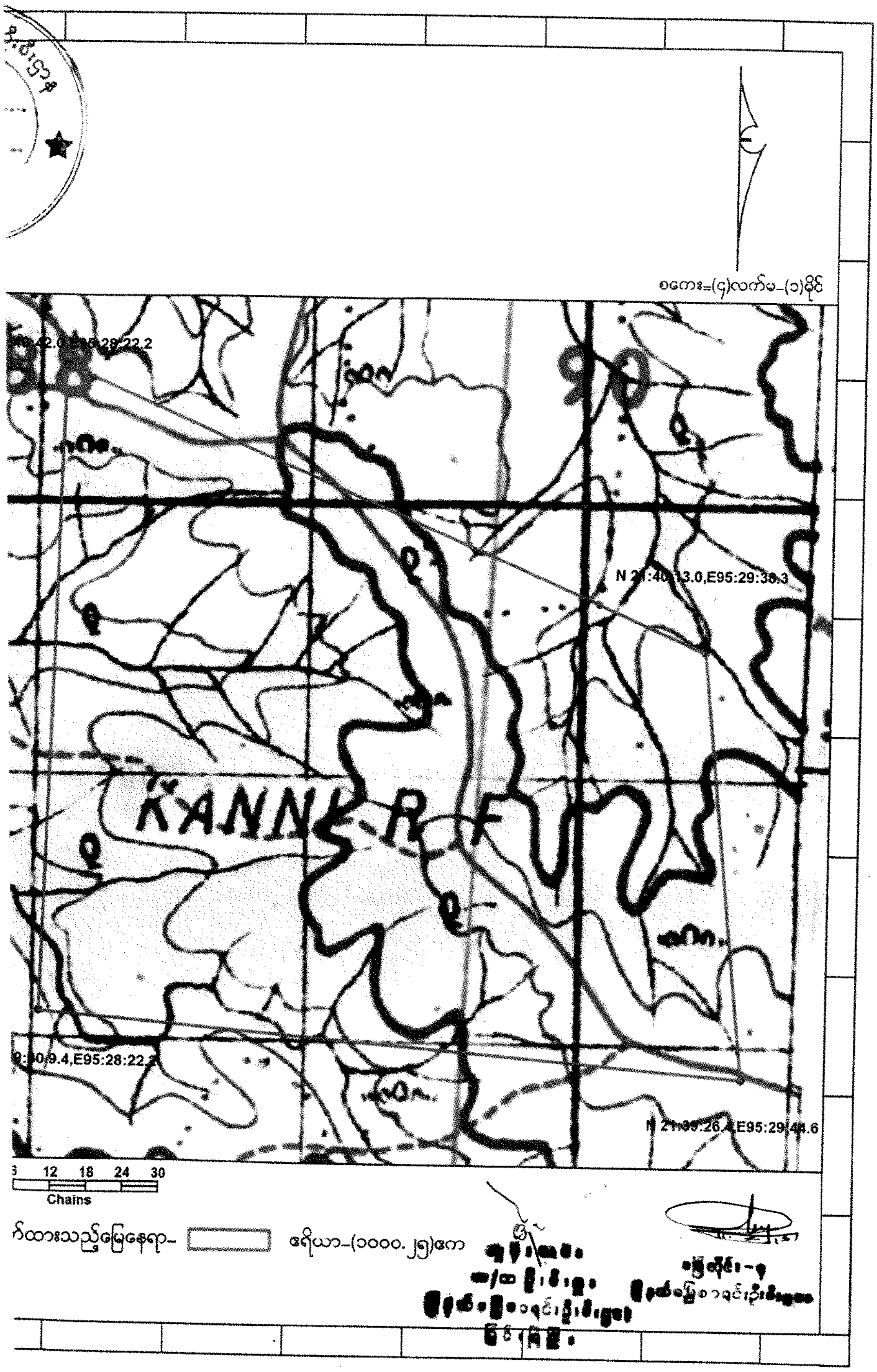
တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူးလက်မှတ် - [redacted]

နေ့စွဲ - [redacted]

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူးလက်မှတ် နေ့စွဲ ၁၂.၅.၂၀၁၅



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12 18 24 30
Chains
ထားသည့်မြေနေရာ-
ဧရိယာ-(၁၀၀၀.၂၅)ဧက

Notarial Translation

Republic of the Union of Myanmar

(Round seal)

Revenue Stamp K-300

Land Form (106)

The History of Holding Land and Building

District : **Myingyan**, Township : **Myingyan**, Survey Group : , Kwin/Kwin No : 31/32/55B/52B/54B

Year	Holding No.	Levy for lease grant owner	Entitlement	Type of Land	Area Acra	Tax	Changing instruction	Mark
1	2	3	4	5	6	7	8	9
2015		No.(967) owned by Construction Engineering Regiment	Government	Owned by Construction Engineering Regiment permit for La/Na 39	(1000.25)	-	Letter No 2/3-5/32 person (210) Date 27th May 2014 owned by Meiktila No. (967) Construction Engineering Regiment permit for La / Na 39 at the Nabuaing Industrial Zone Land.	

Name of Applicant : Htet Myat Htoo (ACO Company)

Date of Applicant apply : 11-5-2015

Date of receive application : 12-5-2015

Cause of duplicate :

Apply of registration for MIC to ACO Company.

(To use only for grant submitting)

As stated above mention map true and correct in the year 2015/2016 and we endorse that is appendix measuring was true and correct.

Case registrar / signature of survey clerk.

Date:

Having inspected true and correct.

Assistant Departmental Head :

Date:

Sd/-x x x

Suvery (4)

Township Land Statistics Department

Sd/-x x x

Head Officer

Township Land Statistics Dept;

Myingyan Town

Sd/-x x x

Tun Lin

Assit: Head Officer

Township Land Statistics Department

Myingyan Town

AUTHENTICATED, true and correct English Translation

13 MAY 2015

Reg No. 12 / 2015

DAW THEIN HAN, B.A., B.L

Advocate & Notary Public

Asst. Director (Retd)

Attorney General's Office

No.184(B), 1st Floor, 33rd St, Yangon

THE REPUBLIC OF THE UNION OF MYANMAR

Ph: 09 - 73156053

Notarial Translation

Land Form 105 EMBLEM 2014-038028

(LOGO)

The Tracing Sheet for CHRTIEIED Copy of the Present Year
Holding the Current Map.
Republic of the Union of Myanmar
Revenue Stam K- 300

Division : **Mandalay** District : **Myingyan** Township : **Myingyan** Ward/Village Tract: **Kyar Taing/ Kanni / Pinlal** Kwin , Plot and Name. **31/32/55-B/52-B/54-B** Holding No.	**MAP** THE REPUBLIC OF THE UNION OF MYANMAR NOTARY PUBLIC DAW THEIN HAN Apply Land (1000.25) acre

Holding No.	Tax payer / Owner / Name of right grant entitle / grant rental	Holding	Type of land	Area (Acre)	Remark
31/32/55B 52B/54B	No.(967) owned by Construction Engineering Regiment	Government	Permit for La / Na 39	1000.25	Letter No. 2/3-5/35 person (210) on 27 May 2014, No. (967) owned by Construction Engineering Regiment

Cause of duplicating: Apply of registration for MIC to ACO Company
(To use only for grant submitting)
Applicant : **Htet Myat Htoo**
(ACO Company)
Apply date: 11-5-2015
Re-issue to applicant's date : 12-5-2015

(Round seal)

Sd/-x x x
Head Officer
Township Land Statistics Department
Myingyan Town

As stated above mention map true and correct in the year 2015/16 and we endorse that is appendix measuring was true and correct.
Case registrar / signature of survey clerk.
Date: - 12-5-2015
Having inspected true ,and correct.
Assistant Departmental Head :
Date: - 12-5-2015

Sd/-x x x
Suvery (4)
Township Land Statistics Department

Sd/-x x x
Tun Lin
Assit: Head Officer
Township Land Statistics Department
Myingyan Town

AUTHENTICATED, true and correct English Translation

Thein Han

13 MAY 2015

Reg No. 11 / 2015

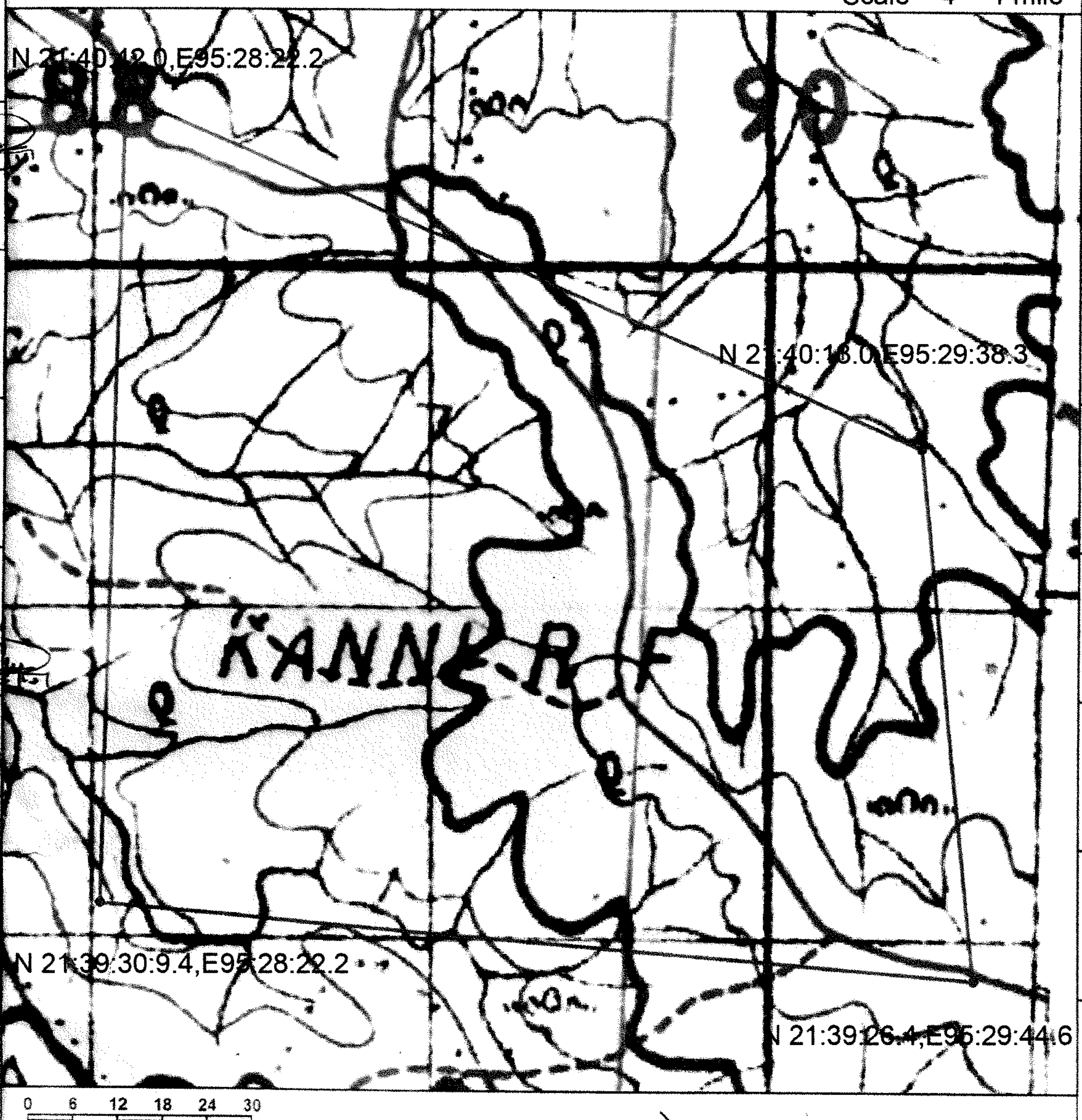
DAW THEIN HAN, B.A., B.L
Advocate & Notary Public
Asst Director (Retd)
Attorney General's Office
No.184(B), 1st Floor, 33rd St, Yangon
THE REPUBLIC OF THE UNION OF MYANMAR
Ph 09 - 73156053

122

N

ACO SOLAR POWER PLANT (MYINGYAN DISTRICT)

Scale = 4" - 1 mile



0 6 12 18 24 30

Chains

Project Areas 1000.25 Acre

SCHEDULE 2

DESCRIPTION OF EASEMENTS

SIGNATORIES:

The Lessor

MANDALAY REGION GOVERNMENT

Acting by: ______________________________
Name:
Position:

In the presence of:

Sign: ______________________________
Name:
Position:

The Project Company

CONVALT ENERGY MYANMAR CO., LTD

Acting by: ______________________________
Name:
Position:

In the presence of:

Sign: ______________________________
Name:
Position:

Dated February 4th, 2016

MANDALAY REGION GOVERNMENT
as Lessor

and

CONVALT ENERGY MYANMAR CO., LTD,
as Project Company

LAND LEASE AGREEMENT – MEIKTILA SITE

CONTENTS

CLAUSE **PAGE**

THIS LAND LEASE AGREEMENT is made on February 4th 2016

BETWEEN:

(1) **MANDALAY REGION GOVERNMENT, the Republic of the Union of Myanmar** (hereinafter referred as the "***Lessor***", which expression shall under repugnant to the context or the meaning thereof be deemed to include its successors and permitted assign); represented for the purpose of this Agreement by His Excellency U Kyaw Myint, Minister of Electric Power and Industry, Mandalay Division; of the one part and

(2) **CONVALT ENERGY MYANMAR CO., LTD**, a company established under the laws of the Republic of the Union of Myanmar having its registered office at 25B KANBAWZA ROAD, BAHAN TOWNSHIP, YANGON, MYANMAR (hereinafter referred as the "***Project Company***" which expression shall under repugnant to the context or the meaning thereof be deemed to include its legal representatives, successors and permitted assigns) represented for the purpose of this Agreement by its CEO, Mr. Hari Achuthan of other part.

WHEREAS:

A. The Project Company is a special purpose company formed by ACO Investment Group LLC (***ACO***) and owned by CONVALT MANDALAY SOLAR PRIVATE LIMITED to undertake the development and operation of a solar photovoltaic project to be located in the Republic of the Union of Myanmar (the ***Project***).

B. Under a memorandum of understanding (***MOU***) entered into by the Lessor and ACO dated 8 February 2013, the Lessor undertook to provide suitable land and easements for the purposes of developing and operating the Project.

C. The Lessor desires to lease the Project Site (as defined below) to the Project Company and the Project Company desires to lease the Project Site (as defined below) from the Lessor on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits to be derived and the representations and warranties, conditions and promises set forth herein, the Parties, intending to be legally bound, hereby **AGREE AS FOLLOWS**:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Except as otherwise defined in this Agreement or to the extent the context requires otherwise, terms defined in the PPA (as defined below) shall have the same meaning and construction when used in this Agreement. For purposes of this Agreement, the following terms have the meanings opposite them:

Access Easement has the meaning set forth in Clause 3.1(a).

ACO has the meaning set forth in Whereas A of this Agreement.

Affiliates means, in relation to a Party, any entity that is now or hereafter controlled directly or indirectly by that Party, any entity or person that now or hereafter controls directly or indirectly that Party or any entity that is now or hereafter under common

control with that Party; and a present or future holding or subsidiary company of a Party or subsidiary of a holding company of a Party, shall be deemed to be an affiliate of that Party.

Agreement means this Agreement and includes the Schedules attached hereto.

Applicable Laws means any of the laws of the Republic of the Union of Myanmar applicable to the development, operation, ownership and maintenance of the Project, the Project Site or the Easement Areas.

Business Day means a day, other than a Saturday or Sunday, on which banks are open for general business in the Republic of the Union of Myanmar.

Completion Date means a Business Day, as determined by the Project Company acting in good faith and notified in writing to the Lessor, on which the Project Company has completed initial studies and testing in connection with the topography and geography relating to the Project Site and raised project financing adequate for the development of the Project in connection with the Project's bankable feasibility study.

Dispute has the meaning set forth in Clause 11(a).

Easement Areas means the property over which the Easements are granted.

Easements means each of the Access Easement, the Utility Easements, the Water Pipeline Easement and any other easements granted pursuant to Clause 3.5 of this Agreement.

Effective Date means the date on which this Agreement is entered into by the Parties.

Environmental Condition means the condition of the Project Site and Easement Areas with respect to:

(a) any presence, migration, movement, release, leaching or disposal of any Hazardous Substance on, to, from, upon, under or within all or any portion of the Project Site or the Easement Areas;

(b) any condition, event or circumstance that constitutes or is alleged by any person to constitute a violation of any present or future Environmental Laws;

(c) the presence of any archaeological remains or other historical artefacts on or under the Project Site or the Easement Areas; and

(d) the presence of any unexploded munitions on or under the Project Site or the Easement Areas.

Environmental Law means any of the laws of the Republic of the Union of Myanmar concerning pollution, Hazardous Substances or the protection of human health or the environment including, but not limited to, the Environmental Conservation Law of 2012.

Event of Default means any event or circumstance constituting an Event of Default under Clause 12.

Hazardous Substance means any hazardous, toxic or polluting substance, material or waste (including any substance identified or specified as such under any Environmental Law).

Lease Term has the meaning set forth in Clause 6.1.

Lenders means any banks, financial institutions or other lenders providing debt facilities to the Project Company or for the purposes of the Project.

MOU has the meaning set forth in Whereas B of this Agreement.

Party means a party to this Agreement and ***Parties*** means all of them together.

PPA means the power purchase agreement dated on or about the date of this Agreement between the Project Company and Myanma Electric Power Enterprise.

Project has the meaning set forth in Whereas A of this Agreement.

Project Site means the site identified as the location for the Project, the coordinates of which are set out in Schedule 1.

Utility Easements has the meaning set forth in Clause 3.2.

Water Pipeline Easement has the meaning set forth in Clause 3.3.

US Dollars or ***US$*** means the lawful currency for the time being of the United States of America.

1.2 Interpretation

In this Agreement, a reference to:

(i) Clauses and Schedules are, unless the context otherwise requires, references to Clauses of, and Schedules to, this Agreement;

(ii) writing includes typewriting, printing, lithography, photography and any other mode of representing or reproducing words, figures or symbols in a lasting and visible form;

(iii) a specific time for the performance of an obligation is a reference to that time in the place where that obligation is to be performed;

(iv) a Party to this Agreement includes that Party's successors and permitted assigns; and

(v) a document or agreement, including this Agreement, includes a reference to that document or agreement as novated, amended, supplemented or restated from time to time.

2. LEASE AND GRANT OF USER RIGHTS

2.1 Lease of Project Site

The Lessor, as legal and beneficial owner, hereby leases, rents, lets and demises to the Project Company, and the Project Company hereby leases, rents, lets and takes from the Lessor, the Project Site for the Lease Term and upon and subject to all of the terms and conditions set forth in this Agreement.

2.2 Licence

Without prejudice to the lease granted under this Agreement, the Lessor hereby grants to the Project Company, at all times from and after the Effective Date up to and including the Completion Date, a licence to enter and use the Project Site and the Easement Areas for the purposes specified in this Agreement.

3. LEASE TERM EASEMENTS

3.1 Access Easement

(a) The Lessor hereby grants to the Project Company an irrevocable easement on and across all portions of the Lessor's property required by the Project Company for the purpose of ingress and egress, by pedestrian and vehicular traffic to the Project Site including but not limited to the areas more particularly described in Schedule 2 (the ***Access Easement***).

(b) The Project Company shall have the right, at its expense, to make any improvements it deems necessary or desirable to the Access Easement, including (without limitation) any paving, grading, gates, culverts, drainage and other related facilities.

(c) The Project Company shall have the right, at its expense, to install and maintain one or more directional signs within the Access Easement to mark the location of the Project.

3.2 Utility Easements

The Lessor hereby grants to the Project Company irrevocable easements on, over and across all portions of the Lessor's property and the Project Site required by the Project Company for the purpose of installing, operating, maintaining, repairing and replacing any and all utility infrastructure, including for water, sewage, electricity or communications to be designed, built, operated and maintained by the Project Company (or its appointed contractors), the locations and coordinates of which shall be notified by the Project Company to the Lessor prior to the commencement of any work thereon including but not limited to the areas more particularly described in Schedule 2 (the ***Utility Easements***).

3.3 Water Pipeline Easement

The Lessor hereby grants to the Project Company irrevocable easements on, over and across all portions of the Lessor's property and the Project Site required by the Project Company for the purposes of installing, drilling, constructing, maintaining, repairing, replacing, owning and operating water wells, pumps, storage tanks, sprinklers, washers or drainage, and pumping water from the subject property and transporting water by pipeline to the Project Site, the locations and coordinates of which shall be notified by the Project Company to the Lessor prior to the commencement of any work thereon including but not limited to the areas more particularly described in Schedule 2 (the ***Water Pipeline Easement***).

3.4 General Provisions

(a) The Project Company shall have the right to install or construct underground facilities and components in the Easement Areas, such as foundations, footings, compacted fill or base material and underground pipelines or cables for the purposes of the Project.

(b) The Lessor warrants and represents that it has not created, and has no knowledge of, any underground improvements that could be expected to interfere with the Project Company's use of the Easements for the purposes for which they are intended.

(c) The Project Company shall, subject to the prior approval of the Lessor (such approval not to be unreasonably withheld or denied), have the right to relocate to a location determined by the Project Company, the Project Site and any of the Easement Areas if the Project Company determines that the Project Site or any such Easement Areas cannot be used for their intended purpose for any reason, including due to the presence of any Hazardous Substance or unexploded munitions.

(d) The Easements will continue in full force and effect throughout the term of this Agreement.

(e) The Project Company will have the right to fence the Easement Areas, subject to the prior approval of the Lessor, such approval not to be unreasonably withheld or delayed.

(f) The Lessor will indemnify and hold harmless the Project Company against any and all third party claims relating to the Lessor's ownership rights over the Project Site or the property underlying the Easements and will defend the Project Company and the property underlying the Easements against such claims.

(g) The Lessor shall provide all required assistance to the Project Company in the application for, and use all reasonable efforts to expedite the consideration and the granting of any other permit required from any Governmental Authority in order to use the Project Site for the project.

3.5 Additional Easements

Subject to the availability of land, the Lessor shall grant to the Project Company such additional easements over and across the Lessor's other property as are reasonably necessary for the Project Company to construct, operate and maintain any expansion of the Project beyond the Contracted Capacity, including, without limitation, an easement for the discharge of storm water, in such locations mutually determined by the Project Company and the Lessor.

3.6 Further Assurances

The Parties shall promptly execute all such deeds and other documents and otherwise do all such things as may be reasonably necessary in order to give effect to the grant of the easements hereunder and any amendments thereof.

3.7 Easements Over Private Property

The Lessor hereby confirms that all of the easements granted under this Agreement are over property belonging to the Lessor. To the extent that additional easements are required by the Project Company over privately owned property in the Republic of the Union of Myanmar, the Project Company shall pay reasonable compensation to the owners of the relevant property for the grant of such additional easements.

4. USE

4.1 Permitted Uses

The Project Company shall use the Project Site solely for the construction, ownership, operation, commissioning, testing, inspection and maintenance of the Project and such other purposes as are reasonably incidental thereto, including (without limitation) for the purposes of conducting studies and testing in connection with the topography and geography relating to the Project Site and does not hinder the development and operations of the Project.

4.2 Applicable Laws

The use of the Project Site shall be in accordance with Applicable Laws.

4.3 Removal of Existing Structures

Notwithstanding anything to the contrary contained in this Agreement, from and after the date of this Agreement, the Project Company and its agents and licensees shall have the right to demolish and remove any and all above-ground structures located on the Project Site or the Easement Areas and to clear the Project Site of all materials (including vegetation) for the purposes of the Project and under no circumstance shall the Project Company have any obligation whatsoever to repair, restore or replace any such structures or materials following the demolition and removal thereof by the Project Company or its agents or licensees.

4.4 Removal of Future Structures

The Project Company shall have the right to remove any solar photovoltaic panels, power systems including turbines and, structures or infrastructure, whether or not deemed to be fixtures or fittings, at the expiry of the Lease Term, provided that the Lessor may purchase the same on a willing buyer, willing seller basis for consideration to be mutually agreed between the Parties.

4.5 Delegation

Notwithstanding anything to the contrary in this Agreement, the Project Company may in its sole discretion delegate any of its rights or obligations to a third party, including (without limitation) to an agent, licensee or contractor, and the Lessor acknowledges the potential for, and agrees to, such delegation.

4.6 Right of Re-entry to Project Site

If the Project Company in any substantial respect fails to perform or observe the terms and conditions of this Agreement and fails to rectify such non-performance or non-observance within 180 (one hundred and eighty) days after such notice in writing from the Lessor of such default, the Lessor shall be at liberty to re-enter upon and take possession of the Project Site and the Lease shall, thereupon, determine and terminate provided that such of re-entry shall not prejudice any right of action of the Lessor for recovery of money from the Project Company by way of rent or compensation for damages.

4.7 Re-transfer of the Project Site

At the expiry or termination of this Agreement, the Lessee shall transfer the Project Site to the Lessor within 6 (six) months in good condition with any ground damages having been refilled or repaired without any consideration.

The Project shall be removed and if applicable disposed at cost of the Lessee within 6 (six) months, not affecting the Lessor's rights to claim for the rent up to the date of complete evacuation and damages caused to the Project Site by the Project Company.

4.8 Ownership of Resources

The Lessee will not claim any ownership or other rights related to treasures or other (mineral) resources found on the Project Site.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 Representations and Warranties

(a) The Lessor represents and warrants to the Project Company that:

(i) it has the capacity and power to enter into and perform its obligations under this Agreement;

(ii) this Agreement has been duly authorised, executed and delivered by it and constitutes its legal, valid and binding obligations, enforceable in accordance with its terms;

(iii) the execution and delivery of, and performance of its obligations under, this Agreement by the Lessor does not and, under Applicable Laws, shall not constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, government entity or arbitrator of competent jurisdiction applicable or relating to it or to its assets;

(iv) it is the sole owner of the Project Site and the property underlying the Easement Areas, and the Project Company shall have (x) as of the Effective Date, an effective licence to use the Project Site and the Easements and (y) as of the Completion Date, a valid leasehold estate in and to the Project Site, in each case, in accordance with the terms and provisions of this Agreement;

(v) as of the Effective Date, it is, and throughout the Lease Term will be, the owner of good and clear title to the Project Site and the Easement Areas, free and clear of all liens or other encumbrances and that no action, suit, investigation, arbitration or other proceeding is pending against the Project Site and/or the Easement Areas which if determined adversely would impair the ability of the Project Company to exercise its rights under this Agreement and/or impair the ability of the Lessor to perform its obligations under this Agreement;

(vi) it has obtained all Governmental Approvals required to enable it to lawfully enter into, and comply with its obligations under this Agreement; and

(vii) as of the Effective Date, the Project Company will have exclusive rights to the Project Site, which will be vacant and free and clear of all third party occupants.

(b) The Project Company represents and warrants to the Lessor that:

(i) it has complied in all material respects with all Applicable Laws and has the requisite power and authority to conduct its business, to own its properties and to execute, to deliver and to perform its obligations under this Agreement;

(ii) subject to the qualifications contained in any Myanmar law legal opinions to be provided by legal advisers to the Project Company, this Agreement has been duly authorised, executed and delivered by it and constitutes its legal, valid and binding obligations, enforceable in accordance with its terms; and

(iii) the execution and delivery of, and performance by the Project Company of its obligations under this Agreement, subject to the granting and maintenance of the requisite consents, does not constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, government entity or arbitrator of competent jurisdiction applicable or relating to it, its assets or its businesses.

5.2 Quiet Enjoyment

The Lessor covenants and warrants that, as long as no Event of Default on the part of the Project Company has occurred and is continuing under this Agreement, the Project Company will have the peaceful and quiet enjoyment, possession and use of the Project Site; provided that the Lessor may, on reasonable notice to the Project Company and during normal working hours, enter the Project Site for the purpose of inspecting the Project Site and monitoring compliance with this Agreement by the Project Company, provided that such entry does not or is not likely to interfere with the Project in any material respect.

5.3 Certification

On each of:

(i) the date of financial close of the loan facilities relating to the Project; and

(ii) the date on which the Project achieves commercial operation;

the Lessor shall issue a certificate to the Project Company, dated as of each such date, signed by a duly authorised representative of the Lessor, stating that no Event of Default has occurred and is continuing with respect to the Lessor and that the Lessor has performed all obligations required to be performed by it hereunder on or before the date of issue of the relevant certificate.

6. TERM

6.1 Lease Term

The term of the lease granted by the Lessor to the Project Company pursuant to Clause 2.1 shall be for a period commencing on and including the Completion Date and ending on but excluding the date falling thirty (30) years from the Completion Date (the ***Initial Period***). The term of the lease shall be automatically extended for two additional periods (each, a ***Renewal Period***) of 15 (fifteen) years each, such that the total lease term (the ***Lease Term***) shall be sixty (60) years.

6.2 Term of Agreement

Subject to Clause 14.11, this Agreement shall terminate automatically at the end of the Lease Term.

6.3 Termination

This Agreement may be terminated without the need for further notice upon the termination or expiry of the PPA.

7. RENT

The Project Company shall pay an annual rent, to be paid by the 31 January in each year during the Lease Term, for the Project Site and all the Easements in an amount of US$ $100 per acre for a total of $85,000 per year for 850 acres needed for the project. The rent for the first Lease Term shall become due on 31 December of the first Year of the Lease.

The Lessor will have the option to develop an additional 2,500 acres at an annual rent of US$ 100 per acre.

8. TAXES AND ASSESSMENTS

The amount of the rent set forth in Clause 7 includes the Project Company's obligations in respect of all property, municipal and other taxes, charges, dues and fees relating to its occupation of the Project Site or the use of the Easement Areas throughout the duration of this Agreement as contemplated hereunder with the exception of any taxes charged by the Government of the Republic of the Union of Myanmar, the Regional Government of Mandalay and standard fees payable for obtaining the necessary permits in the Republic of the Union of Myanmar.

9. ENVIRONMENTAL MATTERS

(a) Subject to Clause 9(b)(ii) below, the Project Company shall defend, indemnify and hold the Lessor harmless against any loss or damage relating to the presence, migration, movement, release, leaching or disposal of any Hazardous Substances resulting from the operations, acts or omissions of the Project Company in connection with the Project Site or the Easement Areas during the Lease Term.

(b) The Lessor shall defend, indemnify and hold the Project Company and any Lenders and their respective assignees harmless against any loss or damage:

- (i) relating to the Environmental Condition of the Project Site arising from facts or circumstances existing at, on or under the Project Site or the Easement Areas on or before the Effective Date, whether known or unknown to the Lessor or any other person; or

- (ii) resulting from the presence, migration, movement, leaching or disposal of any Hazardous Substance onto the Project Site or the Easement Areas resulting from the acts or omissions of the Lessor, it's Affiliates or any governmental or non-governmental entities on and following the Effective Date.

(c) Each Party will promptly notify the other Party in the event it becomes aware of any breach or violation, or any alleged breach or violation, of any Environmental Laws arising out of or in any way relating to the construction, modification or operation of any part of the Project or any other activities or conditions that occur within the Project Site or the Easement Areas.

10. ASSIGNMENTS

10.1 Assignment

Subject to Clause 10.2, no assignment or transfer by a Party of this Agreement of such Party's rights or obligations under this Agreement shall be effective without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

10.2 Assignment to Lenders

Notwithstanding the provisions of Clause 10.1, for the purpose of financing the Project, the Project Company may freely, and without requiring the consent of the Lessor or any other person, assign or charge its rights and interests under or pursuant to this Agreement to, or create a security interest in favour of, any Lenders.

10.3 Direct Agreement with the Lenders

The Lessor shall, if so required by the Lenders, negotiate in good faith and enter into a direct agreement with the Lenders in a form customary for projects similar to the Project, provided that any such direct agreement shall not provide a third party with rights materially different from the Project Company's rights under this Agreement.

10.4 Further Assurances

The Lessor hereby acknowledges, and shall at the request of the Project Company execute and deliver, all such further acknowledgements to the Lenders or their designees, with respect to the security created as contemplated by this Clause 10 and the rights of such persons under this Agreement as the Lenders may request. The Lessor also agrees that it shall use its reasonable efforts to provide information reasonably requested by Lenders (and to assist in obtaining information reasonably requested by Lenders from other governmental entities) and to meet and negotiate with the Lenders in connection with the financing for the Project.

11. ARBITRATION

(a) In the event of any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination of this Agreement (a ***Dispute***), the Parties shall make a good faith effort to negotiate a resolution to the Dispute. Pending final resolution of a Dispute, the Parties shall continue performance under this Agreement, unless to do so would be impossible or impracticable.

(b) If the Parties are unable to resolve the Dispute amicably within thirty 30days after notice of a Dispute has been issued by a Party, the Dispute shall be referred to and finally resolved by arbitration in the Republic of the Union of Myanmar in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration 2010 for the time being in force, which rules are deemed to be incorporated

by reference in this Clause 11. The arbitral tribunal shall consist of three (3) arbitrators. The language of the arbitration shall be English.

(c) Any arbitral award rendered shall be final and binding upon the Parties and enforceable in any court of competent jurisdiction, including without limitation, the courts of the Republic of the Union of Myanmar.

(d) The Lessor irrevocably waives and agrees not to claim any immunity from suit and/or any immunity from any and all forms of execution, enforcement or attachment to which it or its property is now or may hereafter become entitled under the laws of any jurisdiction, and the Lessor declares that such waiver shall be effective to the fullest extent permitted by such laws.

(e) For the avoidance of doubt, the Lessor irrevocably submits to the jurisdiction of any court where proceedings are brought by the Project Company for the purposes of this Clause 11 and undertakes not to raise any objection on grounds of inconvenient forum or otherwise.

(f) If the courts of Myanmar does not recognize or enforce an award granted by an arbitral tribunal within sixty (60) days of an application for recognition or enforcement by the Project Company, the Project Company may set off the amount of the award against other monies payable by the Project Company to the Lessor, including (without limitation) by way of dividends, taxes, rents, charges or otherwise.

12. EVENTS OF DEFAULT

12.1 An Event of Default shall be deemed to have occurred if either Party fails to perform any of its material obligations hereunder and:

(i) such failure or breach is not remedied for a period of ninety (90) days after receipt of written notice from the other Party of such failure or breach; or

(ii) if such failure or breach cannot be remedied within ninety (90) days after receipt of such notice using reasonable efforts, the breaching Party has not commenced remedying the breach within such ninety (90) day period and thereafter continued to use reasonable efforts to cure such failure or other breach.

12.2 Remedies for Default

Upon the occurrence of an Event of Default by either Party and while such Event of Default is continuing, the other Party may pursue all rights and remedies available under Applicable Laws (other than termination of this Agreement), in each case subject to the limitation on damages contained in Clause 13.1, including:

(i) the right to pursue actual damages; or

(ii) the right to restrain and enjoin any Event of Default or potential or threatened Event of Default by the defaulting Party.

13. LIABILITY OF PARTIES

13.1 Limitation of Liability

(a) Except as required by Clause 13.2, neither Party shall be liable to the other Party in contract, tort, warranty, strict liability or any other legal theory for any indirect, consequential, incidental, punitive or exemplary damages.

(b) Neither Party shall have any liability to the other Party except pursuant to, or for breach of, this Agreement; provided, however, that this provision is not intended to constitute a waiver of any rights of one Party against the other with regard to matters unrelated to this Agreement or any activity not contemplated by this Agreement or provided under Applicable Laws.

13.2 Indemnification

(a) Except as specifically provided elsewhere in this Agreement, the Lessor shall indemnify and defend the Project Company, its appointed construction contractors and the Lenders for themselves and as trustee for each of their respective officers, directors and employees against, and hold each such person harmless from, at all times after the date hereof, any and all losses incurred, suffered, sustained or required to be paid, directly or indirectly, by, or sought to be imposed upon, any such person, for personal injury or death to persons or damage to property arising out of any negligent or intentional act or omission by the Lessor in connection with this Agreement.

(b) Except as specifically provided elsewhere in this Agreement, the Project Company shall indemnify and defend the Lessor for itself and as trustee for its officers, directors and employees against, and hold the Lessor and its officers, directors and/or employees harmless from, at all times after the date hereof, any and all loss, incurred, suffered, sustained or required to be paid, directly or indirectly, by, or sought to be imposed upon, the Lessor and its officers, directors and employees, for personal injury or death to persons or damage to property arising out of any negligent or intentional act or omission by the Project Company in connection with this Agreement.

(c) In the event injury or damage results from the joint or concurrent negligent or intentional acts or omissions of the Parties, each Party shall be liable under this indemnification in proportion to its relative degree of fault as may be agreed by the Parties or determined in accordance with Clause 11 or as adjudicated by a court of competent jurisdiction.

14. MISCELLANEOUS

14.1 Waiver of Immunity

(a) The Lessor unconditionally and irrevocably agrees that the execution, delivery and performance by it of this Agreement constitutes private and commercial acts. In furtherance of the foregoing, the Lessor hereby irrevocably and unconditionally agrees that:

(i) should any proceedings be brought against it in any jurisdiction or forum in connection with this Agreement or any of the transactions contemplated by this Agreement, no claim of immunity from such proceedings will be made by or on behalf of itself;

(ii) it waives any right of immunity which it now has or may in the future have in any jurisdiction in connection with any such proceedings; and

(iii) consents generally in respect of the enforcement of any judgment or arbitral award against it in any such proceedings in any jurisdiction, to the giving of any relief or the issuance of any process in connection with such proceedings, including, without limitation, the making, enforcement or execution against or in respect of any of its assets invested in financial, commercial or industrial activities or deposited in banks.

(b) The waiver in Clause 14.1(a) above extends to and constitutes consent to relief being given against the Lessor in Singapore or in any other jurisdiction by way of injunction or order for specific performance or for the recovery of any property whatsoever or other provisional or interim protective measures and to its property being subject to any process effected in the course or as a result of any action in rem.

14.2 Amendment

In the event that any situation or condition arises due to circumstances not envisaged in this Agreement and requires amendments to this Agreement, the parties shall enter into negotiations with the target to achieve a solution acceptable to both Parties. This Agreement can be amended only by an agreement between the Parties in writing.

14.3 Notices

(a) Except as otherwise expressly provided in this Agreement, all notices or other communications to be given or made under this Agreement shall be in writing, shall be addressed for the attention of the persons indicated below and shall either be delivered personally or sent by courier, registered or certified first class (and, if to another country, airmail) mail or sent by fax (with a copy of the transmission sent by registered or certified first class (and, if to another country, airmail) mail).

(b) The addresses for service of the Parties and their respective facsimile numbers shall be:

(i) If to the Lessor:

Attention: His Excellency, Minister for Electric Power, Mandalay Region Government
Address: [ ]
Facsimile: [ ]

(ii) If to the Project Company:

Attention: Hari Achuthan
Address: 25B Kanbawza Road, Bahan Township, Yangon, Myanmar
Facsimile: [ ]

(c) Any notice or other communication made by one Party to the other Party shall be deemed to be received by the other Party if delivered by hand or courier, on the day on which it is left at that Party's address and delivery acknowledged by the receiving Party or if sent by registered or certified first class mail on the date on which the same is confirmed to have been delivered by the relevant postal service or by fax on the day that it is transmitted confirmed receipt if received on a Business Day during normal working hours of the recipient and otherwise on the following Business Day.

(d) A Party may notify the other Party of a change to its name, relevant addressee, address or facsimile number provided that such notification shall only be effective on:

(i) the date specified in the notification as the date on which the change is to take place; or

(ii) if no date is specified or the date specified is less than five (5) Business Days after the date on which notice is given, the date falling five (5) Business Days after notice of any such change has been given.

14.4 Governing Law

This Agreement shall be governed by, and construed in all respects in accordance with, the laws of the Republic of the Union of Myanmar.

14.5 Entire Agreement

This Agreement and the Schedules attached hereto contain the complete agreement of the Parties hereto with respect to the matters contained herein.

14.6 Counterparts

This Agreement has been executed in three (3) original copies. Each signed copy shall constitute an original of this Agreement but all such copies shall together constitute one and the same instrument.

14.7 Confidentiality

(a) Each Party shall hold in confidence and ensure that all information received or obtained as a result of entering into or performing this Agreement which relates to the negotiation, provisions or performance of this Agreement or the other parties or any aspect of their respective businesses or operations, is treated as strictly confidential and is not disclosed.

(b) A Party may disclose information which would otherwise be confidential if and to the extent:

(i) required by the law of any jurisdiction to which the Party making the disclosure is subject, provided that the relevant Party has taken all practicable and lawful steps to limit the scope and nature of any such disclosure;

(ii) necessary or desirable for the conduct of any dispute resolution under Clause 11;

(iii) required by any securities exchange or regulatory or governmental body to which the relevant Party or any of its Affiliates is subject, such disclosure to be in a form and nature (to the extent possible) agreed between the Parties;

(iv) disclosed to the professional advisers or auditors of the relevant Party or, to the extent required to be disclosed for the purpose of the Project, to any actual or potential Lenders or to any actual or potential contractors or suppliers of equipment to the Project;

(v) disclosed by the Project Company to its shareholders, including (without limitation) ACO and ACO's Affiliates;

(vi) that the information has come into the public domain through no fault of the disclosing Party;

(vii) required by the Lenders;

(viii) required for the registration of any interest in land in any register; or

(ix) that the other Party has given its prior consent to such disclosure.

(c) In the case of disclosure under paragraphs (iv), (v) and (vii) the disclosing Party shall use reasonable endeavours to ensure that the person to whom the information is disclosed treats it as confidential.

(d) The provisions of Clause 14.7(a) above shall not apply to:

(i) any information in the public domain otherwise than by breach of this Agreement;

(ii) information in the possession of the receiving Party before divulgence as aforesaid, and which was not obtained by breach of any obligation of confidentiality; and

(iii) information obtained from a third party who is free to divulge the same and which is not obtained by breach of any obligation of confidentiality.

14.8 Waivers

(a) No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character or shall be effective unless in writing duly executed by a duly authorised representative of such Party.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement nor time or other indulgence granted by one Party to the other shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

14.9 Headings

The headings contained in this Agreement are used solely for convenience and do not constitute a part of this Agreement nor shall such headings be used in any manner to aid in the construction or interpretation of this Agreement

14.10 Third Parties

This Agreement is intended solely for the benefit of the Parties hereto and, except for rights expressly granted to the Lenders, nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

14.11 Survival

The cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination, including, without limitation, warranties, remedies, promises of indemnity and confidentiality. In particular (without limitation), the provisions contained in Clauses 9, 13.2, 14.1 and 14.7 shall survive termination of this Agreement

14.12 Official Language

This Agreement shall be executed in both an English language version and a Myanmar language version which will have equal force and effect. The English language version of this Agreement shall prevail in the event of any inconsistencies or disputes.

14.13 Successors and Assigns

This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns

14.14 Approval Not to Be Unreasonably Withheld or Delayed

Unless otherwise provided herein with respect to a particular provision, whenever the acceptance, consent or approval of a Party is required herein, such acceptance, consent or approval shall not be unreasonably withheld or delayed by such Party.

14.15 Integral Part of the Agreement

The description of the Project Site attached hereto at Schedule 1, including [the map of the Project Site, title documents of the Project Site and the layout of the existing buildings and structures (if any) relating to the Project Site,] form an integral part of this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorised representatives as of the day and year first above written.

SCHEDULE 1

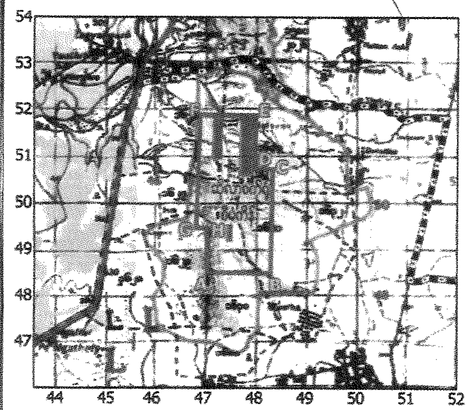
DESCRIPTION OF PROJECT SITE

မြေစာရင်းပုံစံ - ၁၀၅ 2015 - 0416157

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ရုံးခွန်တံဆိပ်ခေါင်း
၃၀၀ကျပ် K 300

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ခရိုင် မိတ္ထီလာ	
မြို့နယ်/ မြို့နယ်ခွဲ သာစည်	
ရပ်ကွက်/ ကျေးရွာအုပ်စု ဝမ်းသာ + ဇောက်ကိုင်း	
ကွင်း/ အကွက်အမှတ်နှင့်အမည် ၁၆၂၆၊ ၁၆၂၇၊ ၁၆၂၈၊ ၁၆၃၀၊ ၁၆၃၁၊ ၁၆၃၂၊ ၁၆၃၃	
ဦးပိုင်အမှတ်/ မြေကွက်အမှတ်	



ခန့်မှန်းမြေပုံညွှန်း (၁၀၀၀)ဧက
(A) 470485
(B) 483485
(C) 483507
(D) 480507
(E) 480519
(F) 468519
(G) 468495
(H) 470495

လျှောက်ထားသည့်မြေနေရာ - ၅၅၀ ဧက
ချန်လှပ်သစ်တောစိုက်ခင်းဧရိယာ - ၅၅၀ ဧက

ဦးပိုင် အမှတ်	အခွန်စည်းကြပ်ခံရသူ/ ပိုင်ရှင်/ ဂရန်ရှင်/ အငှားဂရန်ရှင် အမည်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့် အတန်း	ဧရိယာ (ဧက)	မှတ်ချက်
.		ဘိုးဘွား	(ဝA) ကျွန်းမြေ	(၅၅၀.၀၀) ဧက	မြို့နယ်... (၁၊၁၂၊၂၀၁၅) ရက်စွဲပါ စာအမှတ် ၅/၄၃-၁၀၂/ (၁၄၂၈) ...

ရေးကူးပေးသည့်အကြောင်းအရာ	မြေကို ... (MIC) တွင် ... ACO

(အထက်ဖော်ပြပါအကြောင်းအရာအတွက်သာ အသုံးပြုခွင့်ရှိသည်။)

လျှောက်ထားသူအမည် - ဦး... (...)

လျှောက်လွှာတင်သည့်နေ့စွဲ - ၁ / ၁၂ / ၂၀၁၅

လျှောက်ထားသူသို့ ထုတ်ပေးသည့်နေ့စွဲ - ၉ / ၁၂ / ၂၀၁၅

ယခုအထက်တွင် ဖြည့်စွက်ထားသောမြေပုံမှာ မှန်ကန်သေချာစွာ ရေးကူးထားသော (၂၀၁၅-၁၆) ခုနှစ် အတွက် နောက်ဆက်တွဲတိုင်းတာမြင်း မြေပုံဖြစ်ကြောင်း သက်သေခံလက်မှတ် ရေးထိုးပါသည်။

အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ် -

နေ့စွဲ - ၉-၁၂-၂၀၁၅

တိုက်ဆိုင်စစ်ဆေးပြီး မှန်ကန်ပါသည်။

ဦးစီးဌာနမှူးလက်မှတ် -

နေ့စွဲ - ၉-၁၂-၂၀၁၅

စိစစ်အတည်ပြုပါသည်။

မြို့နယ်မြေစာရင်းဦးစီးဌာနမှူးလက်မှတ်

နေ့စွဲ ၉-၁၂-၂၀၁၅

မြေစာရင်းပုံစံ ၁၀၆

ဦးပိုင်တစ်ခု၏ ရာဇဝင်

ခရိုင် မိတ္ထီလာ ၊ မြို့နယ် သာစည် ၊ မြေတိုင်းစာရေးအုပ်စု [illegible] + [illegible] ၊ ကွင်း/အကွက်အမှတ်နှင့်အမည် ---

ခုနှစ်	ဦးပိုင်	အခွန်စည်းကြပ်ခံရသူ/ပိုင်ရှင်အမည်/ဂရန်ရှင်/အငှားဂရန်ရှင်	ပိုင်ဆိုင်ခွင့်	မြေမျိုးနှင့်အတန်း	ဧရိယာ (ဧက)	အခွန်တော်သင့်ငွေ (ခိုင်ကြေးအပါအဝင်) (ကျပ်)	မည်ကဲ့သို့ပြောင်းလွှဲညွှန်ပြချက်	မှတ်ချက်
၁	၂	၃	၄	၅	၆	၇	၈	၉
၂၀၁၅-၁၆	-	-	အစိုးရ	၀၈ - [illegible] မြေ	(၇၅၀.၀၀) ဧက	-	မြို့နယ်အထွေထွေအုပ်ချုပ်ရေးဦးစီးဌာန၏ (၁/၁၂/၂၀၁၅) ရက်စွဲပါစာအမှတ် ၅/၄၃-၁၀၂/ဦး၆(၁၄၂၈)မှ	

လျှောက်ထားသူအမည် - [illegible] အထက်ပါရေးကူးဖော်ပြသော အကြောင်းအရာတို့မှာ ၂၀၁၅-၂၀၁၆ ခုနှစ်အတွက် နှစ်စဉ်နောက်ဆက်တွဲ

လျှောက်လွှာတင်သည့်နေ့စွဲ - ၁/၁၂/၂၀၁၅ တိုင်းတာခြင်းမြေပုံနှင့် မှတ်ပုံတင်စာရင်းတွင် ပါရှိသည့်အတိုင်း အမှန်လက်ခံရေးကူးကြောင်း သက်သေခံပါသည်။

လျှောက်သူသို့လက်ခံပေးအပ်သည့်နေ့စွဲ - ၉/၁၂/၂၀၁၅

ရေးကူးပေးသည့်အကြောင်းအရာ - [illegible] အမှုတွဲထိန်း/မြေတိုင်းစာရေးလက်မှတ်

(ဖော်ပြပါအကြောင်းအရာအတွက်သာအသုံးပြုခွင့်ရှိသည်။) (MIC) [illegible] နေ့စွဲ ၉-၁၂-၂၀၁၅

တိုက်ဆိုင်စစ်ဆေးပြီး ၊ မှန်ကန်ပါသည်။

လက်ထောက်ဦးစီးမှူးလက်မှတ်

နေ့စွဲ ၉-၁၂-၂၀၁၅

ဒု/ဦးစီးမှူး
မြို့နယ်မြေစာရင်းဦးစီးဌာန
သာစည်မြို့

မြေစာရင်းဦးစီးဌာန

Notarial Translation

(State Emblem)

Land Record 105

THE TRACING SHEET FOR ~~UNCERTIFIED~~ / CERTIFIED COPY OF THE PRESENT YEAR, HOLDING IN THE CURRENT MAP

Court Fee K. 300/-

2015 - 0416157

Region / ~~State~~ - **Mandalay**
District - **Meikhtila**
Township/~~Sub-Township~~ - **Tharsi**
~~Ward~~ / Village-tract - **Wanthar + Wattoe**
Kwin / Block No. & Name - **1626, 1627, 1629, 1630, 1631, 1632, 1633**
Holding No./Plot No. -

MAP

NOTARY PUBLIC AT YANGON
REPUBLIC OF UNION OF MYANMAR
U AYE MAUNG

Holding No.	Name of owner assessee, Grantee/ Lessee.	Possessive right	Kind of Land and Class	Area (acre)	Remark
-	-	Government	(OA) other land	850.00 Acre	as per Township General Administration Department's of Letter No. 5/43-102/Oo 6 (1428) , dated : (1.12.2015)

Subject for copy - To Register at Myanmar Investment Commission (MIC)/ ACO Company (May use only for the said cause)

Applicant Name - **U WIN SHEIN** (Regional Government Secretary)

Application Date - 1.12.2015

Delivery date to applicant - 9.12.2015

Certify that the above map is copied carefully from the map surveyed for the 2015-16 and that being a supplementary surveyed map.

Signature or Record - Keeper / Surveyor.

Sd/ x x x

Surveyor (4)

Group No. ( ), Township Land Records Dept; Tharsi

Date : 9.12.2015

(Round Seal of Township Farmland Administration and Statistics Department, Tharsi, Letter No. ....., Date ......)

Checked and found Correct.

Signature of Assistant Head Officer,

Date : 9.12.2015

Sd/x x x, Assistant Head Officer

Township Land Records Department, Tharsi.

Office Seal

Verified and confirmed

Signature of Head of Township Land Records Dept;

Sd/x x x, Township Head Officer

Farmland Administration and Statistics Department

Tharsi.

Date :

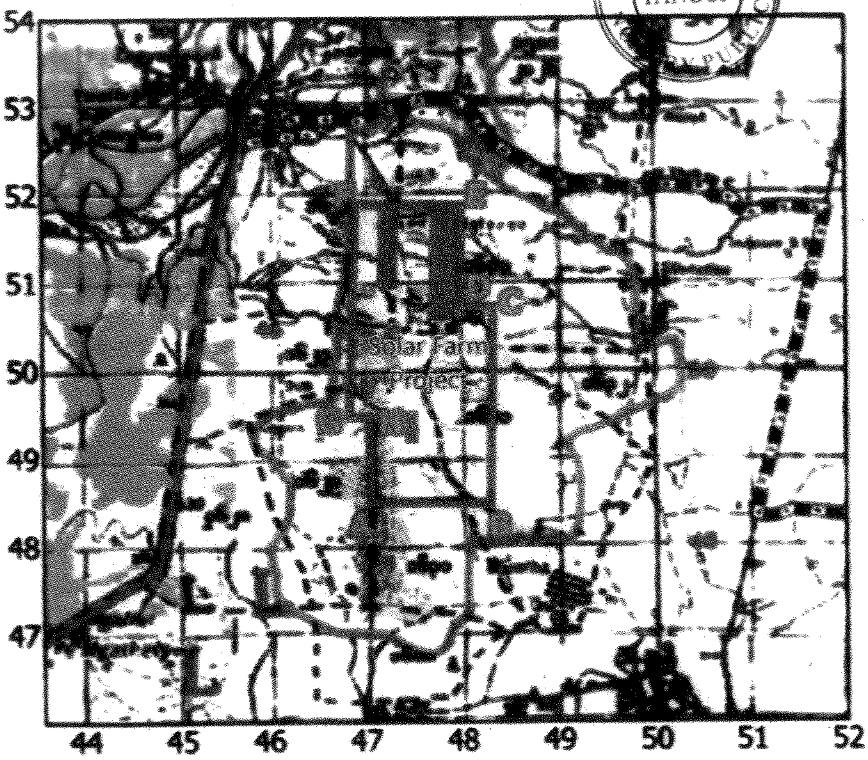
AUTHENTICATE, true and correct English Translation.

Aye m 14-12-15

14 DEC 2015

U Aye Maung, B.Com.,B.L.,
Advocate & Notary Public.,
No. 563 (1 st,Floor) Merchant Street,
Yangon, Tel: 386976

Noted as No. 9779/15 of 2015



Estimated Map Reference

(1000) Acre

(A) 470485

(B) 483485

(C) 483507

(D) 480507

(E) 480519

(F) 468519

(G) 468495

(H) 470495

Certified True Signature(s) / Document(s)

Applied Land Space - 850 Acre

Reserved Forest Plantation Area - 150 Acre

Doc No:	27300/15

28 DEC 2015

U THAN AUNG (B.A.,LL.B)
ADVOCATE & NOTARY PUBLIC
Room No. 203, 2nd Floor, No. 563 MAC Tower
Merchant Street, Kyauktada Township.
Yangon, Myanmar. H.P : 095161364

NOTARIAL TRANSLATION

(Round Seal)

HISTORY OF HOLDING LAND

REPUBLIC OF UNION OF MYANMAR
NOTARY PUBLIC AT YANGON
U AYE MAUNG

Land Records 106
District - **Meikhtila**, Township - **Tharsi**, Survey Clerk Group **Wanthar + Wattoe**, Block No. & Name ....

Year	Holding	Name of Assessee (or) Grand Owner (or) Tenant	Possessive Right	Land Class & Rank	Area (Acre)	Taxing Fine (Ks)	Form of transfer	Remarks
1	2	3	4	5	6	7	8	9
2015-16	-	-	Governement	OA Other Land	850.00 acre		as per Township General Administration Department's of Letter No. 5/43-102/Oo 6 (1428) , dated : (1.12.2015)	

Applicant Name - **U WIN SHEIN** (Regional Government Secretary)
Application Date - 1.12.2015
Date of delivery - 9.12.2015
Subject for copy - To Register at Myanmar Investment Commission (MIC)/ ACO Company
(May use only for the said cause)

Sd/x x x, Township Head Officer
Farmland Administration and Statistics Department
Tharsi.

Checke and found correct Signature
of Assistnat Head Officer
Sd/x x x
Assistant Head Officer
Township Land Records Department
Tharsi.

Certify that the above map is copied carefully from the map surveyed for the 2015-2016 and that being a supplementary surveyed map.
Signature or Record - Keeper / Surveyor.
Date : 9.12.2015
Sd/x x x, Survey (4)
Group No. ( ), Township Land Records Department
Tharsi.

AUTHENTICATED, true and correct
English Translation.

Aye Maung 14-12-15

U Aye Maung, B.Com.,B.L.,
Advocate & Notary Public.,
No. 563 (1 st,Floor) Merchant Street
Yangon, Tel: 386976

Noted as No.9476/12 of 20 15

14 DEC 2015

SCHEDULE 2

DESCRIPTION OF EASEMENTS

SIGNATORIES:

The Lessor

MANDALAY REGION GOVERNMENT

Acting by: ______________________________
Name:
Position:

In the presence of:

Sign: ______________________________
Name:
Position:

The Project Company

CONVALT ENERGY MYANMAR CO., LTD

Acting by: ______________________________
Name:
Position:

In the presence of:

Sign: ______________________________
Name:
Position:

နေ့စွဲ။ ၂၀၁၆ ခုနှစ် လ ( ) ရက်

မန္တလေးတိုင်းဒေသကြီးအစိုးရ

နှင့်

ကန့်သတ်စွမ်းအင်မြန်မာကုမ္ပဏီ တို့၏

မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ နွားထိုးကြီး ၊ နပူးအိုင်ဒေသရှိ
ဧက ၁၀၀၀ မြေနေရာ

မြေငှားစာချုပ်

မာတိကာ

ဤမြေငှားစာချုပ်ကို ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီလ (၄) ရက်နေ့တွင် အောက်ပါတို့ကြားချုပ်ဆိုသည်။

(၁) မန္တလေးတိုင်းဒေသကြီးအစိုးရ၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံ (ယခုမှစ၍ *ငှားရမ်းသူ* ဟု ရည်ညွှန်းရန် နှင့် အဓိပ္ပါယ်ဖွင့်ဆိုရာတွင် ယင်း၏ဆက်ခံသူများ နှင့်ခွင့်ပြုတာဝန်ပေးထားသူ များပါဝင်သည်ဟုမှတ်ယူရမည်။) ကို ဤစာချုပ်အတွက် ကိုယ်စားပြုသူ၊ ဝန်ကြီးဦးကျော်မြင့်၊ လျှပ်စစ်စွမ်းအားနှင့်စက်မှုဝန်ကြီးဌာန၊ မန္တလေးတိုင်း၊ တစ်ဖက်နှင့်

(၂) ကန့်သတ်စွမ်းအင်မြန်မာကုမ္ပဏီလီမိတက်၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံ၏ဥပဒေများအရ တည်ထောင်ထားပြီးမှတ်ပုံတင်ရုံးကို အမှတ်၂၅ (ဘီ)၊ ကမ္ဘာ့ဇလမ်း၊ ဗဟန်းမြို့နယ်၊ ရန်ကုန်၊ မြန်မာ (ယခုမှစ၍ *စီမံကိန်းကုမ္ပဏီ* ဟုရည်ညွှန်းခေါ်ဆိုရန်နှင့် အဓိပ္ပါယ်ဖွင့်ဆိုရာတွင် တရားဝင်ကိုယ်စားလှယ်များ၊ ဆက်ခံသူများ နှင့်ခွင့်ပြုတာဝန်ပေးထားသူ များပါဝင်သည်ဟု မှတ်ယူရမည်။) ဤစာချုပ်အတွက် ကိုယ်စားပြုသူ၊ CEO. Mr. Hari Achuthan ကအခြား တစ်ဖက်။

(က) စီမံကိန်းကုမ္ပဏီသည် ACO Investment Group LLC (ACO) ကတည်ထောင်သည့် အထူးကိစ္စရပ်ကုမ္ပဏီဖြစ်ပြီး၊ CONVALT MANDALAY SOLAR PRIVATE LIMITED ပိုင်ဆိုင်ပြီး၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတွင်တည်ရှိသည့်နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အား ထုတ်လုပ်သည့်စီမံကိန်း (solar photovoltaic project) (*စီမံကိန်း*) ကိုတည်ဆောက်၊ ဆောင်ရွက်ရန်ဖြစ်သည်။

(ခ) ငှားရမ်းသူနှင့် ACO တို့ကြားချုပ်ဆိုသည့် ၂၀၁၃ ခုနှစ် ဖေဖော်ဝါရီလ (၈) ရက်နေ့စွဲပါ နားလည်မှုစာချွန်အရ၊ငှားရမ်းသူသည်စီမံကိန်းတည်ဆောက်၊ဆောင်ရွက်ရန်အတွက်သင့်တော်သည့်မြေနေရာနှင့်အသုံးချခွင့်ပေးရန်တာဝန်ယူသည်။

(ဂ) ငှားရမ်းသူသည် မန္တလေးတိုင်းဒေသကြီး၊ မြင်းခြံခရိုင်၊ နဘူးအိုင်ဒေသရှိ ၁၀၀၀ ဧက ရှိသော စီမံကိန်းနေရာကို စီမံကိန်းကုမ္ပဏီသို့ ငှားရမ်းရန်ဆန္ဒရှိပြီး၊ စီမံကိန်း ကုမ္ပဏီကအောက်ပါ စီမံကိန်းနေရာကို ဤသဘောတူညီချက်တွင်ဖော်ပြထားသည့် စည်းမျဉ်း၊ စည်းကမ်းများဖြင့် ငှားရမ်းသူထံမှ ငှားယူရန်ဆန္ဒရှိသည်။

ထို့ကြောင့် ယခုဖော်ပြသည့် မြေနေရာများနှင့် ယင်းမှရလာမည့်အပြန်အလှန်အကျိုးအမြတ်များကို လည်းကောင်း၊ ကိုယ်စားပြုခြင်းနှင့်အာမခံခြင်းကိုလည်းကောင်း၊ စည်းမျဉ်းများနှင့်ကတိကဝတ်များကို လည်းကောင်း တုန့်ပြန်သောအားဖြင့်၊ စာချုပ်အဖွဲ့ဝင်များသည် တရားဝင်ပေါင်းစည်းချီနှောင်ရန် ရည်ရွယ်ပြီး၊ အောက်ပါအတိုင်းသဘောတူသည်၊

၁။ သတ်မှတ်ချက်များနှင့်အဓိပ္ပါယ်ဖွင့်ဆိုချက်

၁.၁ သတ်မှတ်ချက်များ

ဤသဘောတူညီချက်တွင်အခြားနည်းအားဖြင့်သတ်မှတ်ထားခြင်း သို့မဟုတ် တစ်နည်းအား ဖြင့်၊လျှပ်စစ်ဝယ်ယူသည့်သဘောတူညီချက် (PPA) (အောက်တွင်ဖော်ပြထားသည့်အတိုင်း) တွင်သတ် မှတ်ထားသည့်စကားရပ်များလိုအပ်ချက်များမှတစ်ပါး၊ ဤသဘောတူညီချက်တွင် သုံးသည့်အခါ အ ဓိပ္ပါယ်နှင့်ဆိုလိုချက်တူညီရမည်။ ဤသဘောတူညီချက်အတွက် အောက်ပါစကားရပ်များသည် သူတို့ ၏အဓိပ္ပါယ်များအတိုင်းဖြစ်သည်။

Access Easement ဝင်ရောက်ခွင့် ဆိုသည်မှာ အပိုဒ် ၃.၁ (က) တွင်ဖော်ပြထားသည့်အဓိပ္ပါယ် ဖြစ်သည်။

ACO ဆိုသည်မှာ ဤသဘောတူညီချက်၏ နိဒါန်း (က) တွင်ဖော်ပြထားသည့်အဓိပ္ပါယ် ဖြစ် သည်။

တွဲဖက်ကုမ္ပဏီ ဆိုသည်မှာ အဖွဲ့ဝင်တစ်ဦးနှင့်ပတ်သက်ပြီး ထိုအဖွဲ့ဝင်က ယခု သို့မဟုတ် နောင်တွင်တိုက်ရိုက်ဖြစ်စေ၊သွယ်ဝိုက်၍ဖြစ်စေ၊ ထိန်းချုပ်သည့်အဖွဲ့အစည်းကိုလည်းကောင်း၊ ထိုအဖွဲ့ဝင်က ယခုသို့မဟုတ် နောင်တွင်တိုက်ရိုက်ဖြစ်စေ၊သွယ်ဝိုက်၍ဖြစ်စေ၊ ထိန်းချုပ်သည့် အဖွဲ့အစည်း သို့မဟုတ် လူပုဂ္ဂိုလ်၊ကိုလည်းကောင်း သို့မဟုတ် ထိုအဖွဲ့ဝင်နှင့်အတူ ဘုံထိန်း ချုပ်မှုအောက်ရှိ အဖွဲ့အစည်း နှင့် လက်ရှိ သို့မဟုတ် နောင်တွင်ဖြစ်လာမည့် ဦးပိုင် သို့မဟုတ် တွဲဖက်ကုမ္ပဏီကိုလည်းကောင်း၊ သို့မဟုတ် အဖွဲ့ဝင်တစ်ဦး၏ဦးပိုင်ကုမ္ပဏီ၏ တွဲဖက်ကုမ္ပဏီ ကိုလည်းကောင်း ထိုအဖွဲ့ဝင်၏တွဲဖက်ကုမ္ပဏီဟုမှတ်ယူရမည်။

သဘောတူညီချက် ဆိုသည်မှာ ဤသဘောတူညီချက်ကိုဆိုလိုသည်။ ယင်းတွင် ပူးတွဲပါ ဇယားများပါဝင်သည်။

သက်ဆိုင်သည့်ဥပဒေ ဆိုသည်မှာ စီမံကိန်း၊ စီမံကိန်းနေရာ သို့မဟုတ် ခွင့်ပြုသည့်နေရာများကို တည်ဆောက်၊ ဆောင်ရွက်၊ ပိုင်ဆိုင်မှုနှင့်ထိန်းသိမ်းရာတွင် ကျင့်သုံးသော ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၏ဥပဒေများကိုဆိုလိုသည်။

*အလုပ်လုပ်သောနေ့*ဆိုသည်မှာ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတွင် စနေ၊ တနင်္ဂနွေနေ့များမှလွဲပြီး၊ သာမန်လုပ်ငန်းများအတွက် ဘဏ်ဖွင့်သောနေ့ကိုဆိုလိုသည်။

ပြီးဆုံးသည့်နေ့ ဆိုသည်မှာ စီမံကိန်းကုမ္ပဏီကသဘောရိုးဖြင့်ဆုံးဖြတ်သည့်အတိုင်း၊ စီမံကိန်းကုမ္ပဏီက စီမံကိန်းနေရာနှင့်ပတ်သက်ပြီးမြေမျက်နှာသွင်ပြင် နှင့်ပထဝီအနေအထားနှင့်ဆက်နွယ်သောကနဦးလေ့လာမှုနှင့်စမ်းသပ်မှုပြီးဆုံးကြောင်း နှင့် စီမံကိန်းအားဘဏ်မှငွေချေးနိုင်မှုဖြစ်နိုင်စွမ်းလေ့လာချက်နှင့်ပတ်သက်ပြီး၊ စီမံကိန်းတည်ဆောက်ရေးအတွက် လုံလောက်သောငွေကြေးရရှိပြီးကြောင်း၊ကို ငှားရမ်းသူထံသို့ စာဖြင့်အကြောင်းကြားစာပို့သည့်အလုပ်လုပ်သောနေ့ကိုဆိုလိုသည်။

အငြင်းပွားမှု ဆိုသည်မှာ အပိုဒ် ၁၁ (က) တွင်ဖော်ပြထားသည့်အဓိပ္ပါယ်ဖြစ်သည်။

*ခွင့်ပြုသောဧရိယာ*ဆိုသည်မှာ ခွင့်ပြုချက်များပေးထားသည့်ဧရိယာကိုဆိုလိုသည်။

ခွင့်ပြုချက် ဆိုသည်မှာ ဝင်ရောက်ခွင့်၊ အသုံးချခွင့်၊ ရေပိုက်လိုင်းသွယ်တန်းခွင့် နှင့် ဤသဘောတူညီချက်၏အပိုဒ် ၃.၅အရ ပေးထားသည့်အခြားခွင့်ပြုချက်များအသီးသီးကိုဆိုလိုသည်။

အကျိုးသက်ရောက်သောနေ့ ဆိုသည်မှာ အဖွဲ့ဝင်များက ဤသဘောတူညီချက်ကို လက်မှတ်ထိုးသောနေ့ကိုဆိုလိုသည်။

ပတ်ဝန်းကျင်ဆိုင်ရာအခြေအနေ ဆိုသည်မှာ အောက်ပါတို့နှင့်ပတ်သက်ပြီး၊ စီမံကိန်းနေရာနှင့်ခွင့်ပြုထားသည့်ဧရိယာများရှိ အခြေအနေကိုဆိုလိုသည်။

(က) စီမံကိန်းနေရာ သို့မဟုတ် ခွင့်ပြုဧရိယာအားလုံး သို့မဟုတ် အစိတ်အပိုင်းတစ်ခုခုတွင်၊ ယင်းနေရာသို့ဖြစ်စေ၊ ယင်းနေရာမှဖြစ်စေ၊ ယင်းနေရာတွင်ဖြစ်စေ၊ ယင်းနေရာအောက်တွင်ဖြစ်စေ၊ သို့မဟုတ် ယင်းနေရာအတွင်းတွင်ဖြစ်စေ အန္တရာယ်ရှိသည့်ပစ္စည်းများတည်ရှိခြင်း၊ ဝင်ရောက်လာခြင်း၊ ပြောင်းရွှေ့ခြင်း၊ ထုတ်လွှတ်ခြင်း၊ ပျော်ဝင်ခြင်း သို့မဟုတ် စွန့်ထုတ်ခြင်း တစ်ခုခု၊

(ခ) လက်ရှိ သို့မဟုတ် နောက်တွင်ရှိလာမည့် ပတ်ဝန်းကျင်ဆိုင်ရာဥပဒေများကို ချိုးဖေါက်သည့်၊ သို့မဟုတ် တစ်ဦးဦးကချိုးဖေါက်သည်ဟုစွပ်စွဲခံရသည့်အနေအထား၊ ဖြစ်ရပ် သို့မဟုတ် အခြေအနေတစ်ခုခု၊

(ဂ) စီမံကိန်းနေရာ သို့မဟုတ် ခွင့်ပြုဧရိယာပေါ် သို့မဟုတ် အောက်တွင် ရှေးဟောင်းပစ္စည်းများ သို့မဟုတ် အခြားသမိုင်းဝင်အသုံးအဆောင်ပစ္စည်းများတည်ရှိမှု၊

(င) စီမံကိန်းနေရာ သို့မဟုတ် ခွင့်ပြုဧရိယာပေါ် သို့မဟုတ် အောက်တွင် မပေါက်ကွဲသေးသည့်ခဲယမ်းမီးကျောက်များတည်ရှိမှု၊

ပတ်ဝန်းကျင်ဆိုင်ရာဥပဒေ ဆိုသည်မှာ ၂၀၁၂ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဥပဒေအပါအဝင် ကန့်သတ်မထားသည့် ညစ်ညမ်းမှု၊ အန္တရာယ်ရှိပစ္စည်းများ၊ သို့မဟုတ် လူသားများကျန်းမာရေး သို့မဟုတ် ပတ်ဝန်းကျင်ကို ကာကွယ်ရေးတို့နှင့်သက်ဆိုင်သည့် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံ၏ဥပဒေများကိုဆိုလိုသည်။

ဖေါက်ဖျက်၊ ပျက်ကွက်မှုကိစ္စရပ် ဆိုသည်မှာ အပိုဒ် ၁၂ ရှိဖေါက်ဖျက်၊ ပျက်ကွက်မှုပါဝင်သည့် ဖြစ်ရပ် သို့မဟုတ် အခြေအနေကိုဆိုလိုသည်။

အန္တရာယ်ရှိသောပစ္စည်း ဆိုသည်မှာ (ပတ်ဝန်းကျင်ဆိုင်ရာဥပဒေတွင်ဖေါ်ပြထားသည့်အတိုင်း သတ်မှတ် သို့မဟုတ် ဖေါ်ပြထားသည့်ပစ္စည်းတစ်ခုခုအပါအဝင်) အန္တရာယ်ရှိသော၊ အဆိပ်ဖြစ်စေ သည့် သို့မဟုတ် ညစ်ညမ်းစေသောအစိုင်အခဲ၊ ပစ္စည်း သို့မဟုတ် စွန့်ပစ်ပစ္စည်းကို ဆိုလိုသည်။

ငှားရမ်းကာလ ဆိုသည်မှာ အပိုဒ် ၆.၁ တွင်ဖေါ်ပြထားသည့်အဓိပ္ပါယ်ရှိသည်။

ချေးငှားသူများ ဆိုသည်မှာ စီမံကိန်းရည်ရွယ်ချက်အတွက် သို့မဟုတ် စီမံကိန်းကုမ္ပဏီသို့ အကြွေးပေးသည့်ဘဏ်၊ ငွေကြေးအဖွဲ့အစည်း သို့မဟုတ် အခြားငွေချေးသူများကိုဆိုလိုသည်။

နားလည်မှုစာချွန် (MOU) ဆိုသည်မှာဤသဘောတူညီချက်၏နိဒါန်း (ခ) တွင်ဖေါ်ပြထားသည့် အဓိပ္ပါယ်ရှိသည်။

အဖွဲ့ဝင် ဆိုသည်မှာ ဤသဘောတူညီချက်ပါအဖွဲ့ဝင်ကိုဆိုလိုသည်။ အဖွဲ့ဝင်များဆိုသည်မှာ ယင်းတို့ကိုစုပေါင်းပြီး ဆိုလိုသည်။

လျှပ်စစ်ဝယ်ယူသည့်သဘောတူညီချက် (PPA) ဆိုသည်မှာ ဤသဘောတူညီချက်ပါနေ့ သို့မဟုတ် ယင်းနေ့လောက်တွင် ချုပ်ဆိုသည့်စီမံကိန်းကုမ္ပဏီနှင့်မြန်မာ့လျှပ်စစ်စွမ်းအား ဝန်ကြီးဌာနကြား လျှပ်စစ်ဝယ်ယူသည့်သဘောတူညီချက် ကိုဆိုလိုသည်။

စီမံကိန်း ဆိုသည်မှာ ဤသဘောတူညီချက်၏နိဒါန်း (က) တွင်ဖော်ပြထားသည့် အဓိပ္ပါယ်ရှိသည်။

စီမံကိန်းနေရာ ဆိုသည်မှာ ဇယား ၁ တွင် စီမံကိန်းနေရာအဖြစ်သတ်မှတ်ထားသည့်အတိုင်း၊ ဖော်ပြထားသည့်မြေပုံအညွှန်းနေရာကိုဆိုလိုသည်။

အသုံးချခွင့်ပြုချက် ဆိုသည်မှာ အပိုဒ် ၃.၂ တွင်ဖော်ပြထားသည့်အဓိပ္ပါယ်ဖြစ်သည်။

ရေပိုက်လိုင်းဆက်သွယ်ခွင့် ဆိုသည်မှာ အပိုဒ် ၃.၃ တွင်ဖော်ပြထားသည့်အဓိပ္ပါယ်ဖြစ်သည်။

အမေရိကန်ဒေါ်လာ သို့မဟုတ် US$ ဆိုသည်မှာ အမေရိကန်ပြည်ထောင်စု၏လက်ရှိတရားဝင်ငွေကြေးကိုဆိုလိုသည်။

၁.၂ အဓိပ္ပါယ်ဖွင့်ဆိုချက်

ဤသဘောတူညီချက်တွင်

(၁) အပိုဒ်နှင့်ဇယားများသည် အခြားနည်းအားဖြင့်ဖော်ပြရန်မလိုအပ်လျှင် ဤသဘောတူညီချက်ရှိ အပိုဒ်များ နှင့်ဇယားများကိုရည်ညွှန်းသည်။

(၂) ကြရှည်ခံ၊ မြင်ရသောပုံစံဖြင့်၊ လက်နှိပ်စက်ရိုက်ခြင်း၊ ပုံနှိပ်ခြင်း၊ ကျောက်ပုံနှိပ်ခြင်း၊ ဓါတ်ပုံရိုက်ခြင်းနှင့် အခြားတစ်ခုခုနှင့် ကိုယ်စားပြု သို့မဟုတ် ပြန်လည်ထုတ်လုပ်သည့် စကားလုံးများ၊ ပုံများ သို့မဟုတ် သင်္ကေတများ။

(၃) တာဝန်များဆောင်ရွက်ခြင်းအတွက် သီးခြားဖော်ပြသည့်အချိန်သည် ထိုတာဝန်ကို ဆောင်ရွက်သည့်နေရာရှိ ထိုအချိန်ကို ရည်ညွှန်းချက်ဖြစ်သည်။

(၄) ဤသဘောတူညီချက်ပါအဖွဲ့ဝင်တစ်ဦးတွင်ထိုအဖွဲ့ဝင်၏ဆက်ခံသူများနှင့်ခွင့်ပြုသည့် တာဝန်ပေးထားသူများပါဝင်သည်။

(ဈ) ဤသဘောတူညီချက်တွင်ပါဝင်သောစာချုပ်စာတမ်း သို့မဟုတ် သဘောတူညီချက်သည် အခါအားလျော်စွာ အစားထိုး၊ ပြင်ဆင်၊ ထပ်ဆောင်း သို့မဟုတ် ပြန်လည်ထဲ့သွင်းသည့်အတိုင်း ထိုစာချုပ်စာတမ်း သို့မဟုတ် သဘောတူညီချက်အား ရည်ညွှန်းချက်ပါဝင်သည်။

၂။ အသုံးချသူလုပ်ပိုင်ခွင့် ငှားရမ်းခြင်းနှင့်ပေးအပ်ခြင်း

၂.၁ စီမံကိန်းနေရာငှားရမ်းခြင်း

ငှားရမ်းသူသည်တရားဝင်နှင့်အကျိုးအမြတ်ရသည့်ပိုင်ရှင်အနေဖြင့်စီမံကိန်းကုမ္ပဏီအား အငှားချထားရာ၊ စီမံကိန်းကုမ္ပဏီက ငှားရမ်းသူထံမှ စီမံကိန်းနေရာကို ဤသဘောတူညီချက်တွင်ဖော်ပြထားသည့်စည်းမျဉ်းစည်းကမ်းများအားလုံးနှင့်အညီ ငှားရမ်းကာလအတွက် ငှားရမ်းရယူသည်။

၂.၂ လိုင်စင်

ဤသဘောတူညီချက်အရပေးအပ်သည့်ငှားရမ်းခြင်းကိုမထိခိုက်စေဘဲ၊ အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီအားအကျိုးသက်ရောက်သည့်နေ့မှစပြီး၊ နောက်ပိုင်း၊ ပြီးဆုံးသည့်နေ့အပါအဝင် စီမံကိန်းနေရာနှင့် ခွင့်ပြုသည့်ဧရိယာများကို ဤသဘောတူညီချက်တွင်ဖော်ပြထားသည့် ရည် ရွယ်ချက်အတွက် အမြဲတမ်းဝင်ရောက်အသုံးပြုခွင့်လိုင်စင်ကို ပေးသည်။

၃။ ငှားရမ်းကာလခွင့်ပြုချက်များ

၃.၁ ဝင်ရောက်ခွင့်

(က) အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီအား စီမံကိန်းကုမ္ပဏီကလိုအပ်သည့်အငှားချထားသူ၏ မြေအစိတ်အပိုင်းတစ်ခုလုံးတွင် စီမံကိန်းနေရာသို့ ဇယား ၂ (ဝင်ရောက်ခွင့်ပြုချက်) တွင်သေးစိတ်ဖော်ပြထားသည့်နေရာများသို့အပါအဝင်ကန့်သတ်မထားဘဲ၊လူနှင့်ယာဉ်များဝင်ထွက်သွားလာရန်အတွက် ပြန်လည်မရုတ်သိမ်းနိုင်သောခွင့်ပြုချက်ကို ပေးအပ်သည်။

(ခ) စီမံကိန်းကုမ္ပဏီသည် လမ်းခင်းခြင်း၊ အဆင့်မြှင့်ခြင်း၊ ဝင်ပေါက်ဂိတ်များ၊ မြေအောက် မြောင်းများ၊ ရေထုတ်မြောင်းများနှင့်အခြားပတ်သက်သည့်အထောက်အကူဖြစ်သည့်ကိစ္စရပ်များအပါအဝင်

(ကန့်သတ်မထားဘဲ၊) ဝင်ရောက်ခွင့်အတွက်လိုအပ်သော သို့မဟုတ် လုပ်ချင်သော မည်သည့်တိုး တက်ပြောင်းလဲမှုကိုမဆို ယင်း၏စရိတ်ဖြင့် ပြုလုပ်ခွင့်ရှိရမည်။

(ဂ) စီမံကိန်းကုမ္ပဏီသည် စီမံကိန်းတည်နေရာကိုမှတ်သားရန်ဝင်ရောက်ခွင့်ပြုသည့်နေရာအတွင်း လမ်းညွှန်အမှတ်အသား တစ်ခု သို့မဟုတ် ယင်းထက်ပိုပြီး ယင်း၏စရိတ်ဖြင့် တပ်ဆင်ထိန်းသိမ်းခွင့် ရှိရမည်။

၃.၂ အသုံးပြုခွင့်များ

အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီအား အငှားချထားသူ၏မြေနေရာအားလုံးတွင်၊ အပေါ် နှင့်ဖြတ်ပြီး၊ ရေ၊ အညစ်အကြေးစွန့်ပစ်ခြင်း၊ လျှပ်စစ်၊ သို့မဟုတ် ဆက်သွယ်ရေးကိရိယာများ ကို စီမံကိန်းကုမ္ပဏီ (သို့မဟုတ် ယင်းကခန့်အပ်သည့်ကန်ထရိုက်တာ) က ဒီဇိုင်းရေးဆွဲ၊ တည်ဆောက်၊လုပ်ကိုင်ပြီး၊ထိန်းသိမ်းခြင်း၊ပြင်ဆင်ခြင်း၊အစားထိုးခြင်း၊ပိုင်ဆိုင်ခြင်းနှင့် လုပ်ကိုင် ခြင်းများအပါအဝင်အသုံးပြုရသည့်အပေါ်ထပ်အဆောက်အအုံအားလုံးကိုတပ်ဆင်ခြင်း၊ဆောင် ရွက်ခြင်း၊ထိန်းသိမ်းခြင်း၊ပြင်ဆင်ခြင်းနှင့်အစားထိုးခြင်းများအတွက်ပြန်လည်ရုတ်သိမ်းမရသော လုပ်ကိုင်ခွင့်ကိုပေးသည်။ ဇယား ၂ (*အသုံးပြုခွင့်များ*) တွင်ပိုမိုအသေးစိတ်ဖော်ပြထားသည့် နေရာများအပါအဝင် ကန့်သတ်မထားဘဲ၊ တည်နေရာနှင့်မြေပုံအညွှန်းများကို စီမံကိန်း ကုမ္ပဏီက အငှားချထားသူအား လုပ်ငန်းမစမီ ကြိုတင်အသိပေးအကြောင်းကြားရမည်။

၃.၃ ရေပိုက်လိုင်းသွယ်တန်းခွင့်

အငှားချထားသူသည်စီမံကိန်းကုမ္ပဏီအားအငှားချထားသူ၏မြေနေရာနှင့်စီမံကိန်း နေရာအား လုံး တွင်၊ အပေါ် နှင့်ဖြတ်ပြီး၊ ရေတွင်းများ၊ ရေစုတ်စက်များ၊ သိုလှောင်ကန်များ၊ ရေပန်းများ၊ ဆေးကြောသည့်ကိရိယာများ၊ သို့မဟုတ် စွန့်ထုတ်မြောင်းများ၊ နေရာမှရေစုတ်တင်ခြင်း၊ ရေပိုက်ဖြင့်ပေးပို့ခြင်း၊များကို တပ်ဆင်ခြင်း၊ တူးဖော်ခြင်း၊ တည်ဆောက်ခြင်း၊ ထိန်းသိမ်းခြင်း၊ ပြင်ဆင်ခြင်း၊ အစားထိုးခြင်း၊ပိုင်ဆိုင်ခြင်းနှင့် လုပ်ကိုင်ခြင်းများနှင့်ယင်းအတွက် ပြန်လည်ရုတ် သိမ်းမရသောလုပ်ကိုင်ခွင့်ကိုပေးသည်။လုပ်ကိုင်ခွင့်ကိုပေးသည်။ ဇယား ၂ (*ရေပိုက်သွယ် တန်းခွင့်များ*) တွင်ပိုမိုအသေးစိတ်ဖော်ပြထားသည့် နေရာများအပါအဝင် ကန့်သတ်မထားဘဲ၊

တည်နေရာနှင့်မြေပုံအညွှန်းများကို စီမံကိန်း ကုမ္ပဏီက အငှားချထားသူအား လုပ်ငန်းမစမီ ကြိုတင်အသိပေးအကြောင်းကြားရမည်။

၃.၄ အထွေထွေပြဌာန်းချက်များ

(က) စီမံကိန်းကုမ္ပဏီသည်ခွင့်ပြုသောဧရိယာများတွင် စီမံကိန်းအတွက်အုတ်မြစ်ချခြင်း၊အခြေခံတည်ဆောက်ခြင်း၊မြေဖို့သိပ်သည်းခြင်းသို့မဟုတ်အခြေခံပစ္စည်းများနှင့်မြေအောက်ပိုက်လိုင်းများ သို့မဟုတ် ကေဘယ်ကြိုးများစသည့်မြေအောက်ထောက်ပံ့ပိုးသည့်အပိုင်းများ နှင့်အစိတ် အပိုင်းများကို တပ်ဆင် သို့မဟုတ် တည်ဆောက်ခွင့်ရှိရမည်။

(ခ) အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီကရည်ရွယ်သည့်ကိစ္စအတွက် အသုံးပြုခွင့်ကို အသုံးချရာတွင်အနှောက်အယှက်ဖြစ်နိုင်သည်ဟုမျှော်လင့်ရသောမည်သည့်မြေအောက် တည်ဆောက်မှုများကိုမဆိုမပြုလုပ်ကြောင်းနှင့်မသိနားမလည်ကြောင်းကို အာမခံ၊ကိုယ်စားပြုသည်။

(ဂ) စီမံကိန်းနေရာနှင့်မည်သည့်အသုံးချခွင့်ရဧရိယာများမဆို စီမံကိန်းကုမ္ပဏီက စီမံကိန်းနေရာ သို့မဟုတ် အသုံးချခွင့်ရဧရိယာများကို သူတို့ရည်ရွယ်သည့်လုပ်ငန်းအတွက် အသုံးပြုမရနိုင်ကြောင်း အန္တရာယ်ရှိပစ္စည်းများ သို့မဟုတ် မပေါက်ကွဲသေးသည့်ခဲယမ်းမီးကျောက်များ တည်ရှိကြောင်းအပါအဝင်၊ မည်သည့်အကြောင်းပြချက်ဖြင့်မဆို ဆုံးဖြတ်လျှင်၊ စီမံကိန်းကုမ္ပဏီသည် အငှားချထားသူအားကြိုတင်အကြောင်းရမည့်စည်းကမ်းအရ၊ (ယင်းကဲ့သို့အတည်ပြုချက်ကို မလိုအပ်ဘဲ ထိန်းထားခြင်း သို့မဟုတ် ငြင်းပယ်ခြင်းများမပြုလုပ်ရ၊) စီမံကိန်းကုမ္ပဏီကဆုံးဖြတ်ထားသော နေရာသို့ ပြန်လည်နေရာချထားခွင့်ရှိရမည်။

(ဃ) အသုံးချလုပ်ပိုင်ခွင့်များသည် ဤသဘောတူညီချက်ကာလတလျှောက် ဆက်လက်တရားဝင်အကျိုးသက်ရောက်မည်။

(င) စီမံကိန်းကုမ္ပဏီသည်အငှားချထားသူအားကြိုတင်အကြောင်းရမည့်စည်းကမ်းချက်နှင့်အညီ၊ အသုံးချခွင့်ရသည့်ဧရိယာများကို ခြံစည်းရိုးခတ်ခွင့်ရှိရမည်။ ယင်းကဲ့သို့အတည်ပြုချက်ကို မလိုအပ်ဘဲ ထိန်းထားခြင်း သို့မဟုတ် ကြန့်ကြာခြင်းများမပြုလုပ်ရ၊

(စ) အငှားချထားသူသည် စီမံကိန်းနေရာ သို့မဟုတ် အသုံးချခွင့်ရသည့်ပစ္စည်းများအပေါ် အငှားချထားသူ၏ပိုင်ဆိုင်မှုအခွင့်အရေးများနှင့်ပတ်သက်ပြီး မည်သည့်တတိယအဖွဲ့ဝင်ကဆို

စီမံကိန်းကုမ္ပဏီကို ဆန့်ကျင်အရေးဆိုခြင်းများအား နစ်နာကြေးပေးပြီး၊ မထိခိုက်အောင် ထားရှိမည်။ ယင်းတောင်းဆိုမှုများကိုဆန့်ကျင်ပြီး စီမံကိန်းကုမ္ပဏီနှင့် အသုံးချခွင့်ရသည့် ပစ္စည်းများ အပေါ် ခုခံကာကွယ်မည်။

(ဆ) အငှားချထားသူသည် စီမံကိန်းအတွက် စီမံကိန်းနေရာအသုံးပြုရန် အစိုးရအာဏာပိုင် အဖွဲ့ထံမှလိုအပ်သောအခြားခွင့်ပြုချက်ရယူခြင်းလျှောက်ထားရာတွင် လိုအပ်သော အကူအညီ များအားလုံးကို စီမံကိန်းကုမ္ပဏီအားပေးမည်၊အရေးယူဆောင် ရွက်မှုမြန်ဆန်စေရန် သင့်တော် သည့်အားထုတ်မှုအားလုံးကိုအသုံးပြုမည်။

၃.၅ နောက်ဆက်တွဲအသုံးချပိုင်ခွင့်များ

မြေနေရာရရှိမှုအရ၊စီမံကိန်းကုမ္ပဏီနှင့်အငှားချထားသူတို့အပြန်အလှန်သဘောတူဆုံးဖြတ် ထားသည့်ယင်းနေရာများတွင်မုန်တိုင်းကြောင့်ရသည့်ရေများကိုထုတ်ရန်ခွင့်ပြုချက်အပါအဝင် ကန့်သတ်မထားဘဲ၊အငှားချထားသူသည်စီမံကိန်းကုမ္ပဏီအားအငှားချထားသူ၏အခြား နေရာ ၊နှင့် ယင်းအပေါ် ယင်းကဲ့သို့ နောက်ဆက်တွဲအသုံးချပိုင်ခွင့်များကို စာချုပ်ထားသည့်ပမာဏ ထက်ကျော်လွန်ပြီး၊ စီမံကိန်းကိုတိုးချဲ့မှုများကိုတည်ဆောက်၊လုပ်ကိုင်၊ ထိန်းသိမ်းရန်၊ စီမံကိန်း ကုမ္ပဏီအတွက် သင့်တော်သလို၊ လိုအပ်သည့်အတိုင်းပေးရမည်။

၃.၆ နောက်ထပ်အာမခံခြင်း

အဖွဲ့ဝင်များသည် ယင်းစာချုပ်များနှင့်အခြားစာချုပ်စာတမ်းများ အားလုံးကို ချက်ခြင်းချုပ်ဆိုရ မည်။ တနည်းအားဖြင့် ယင်းကိစ္စများကို ခွင့်ပြုချက်များပေးခြင်းနှင့် ပြင်ဆင်ချက်များကို အကျိုး သက်ရောက်ရန်အတွက် သင့်တော်သလို၊ လိုအပ်သည့်အတိုင်း လုပ်ရမည်။

၃.၇ ပုဂ္ဂလိကပိုင်နေရာအပေါ် လုပ်ပိုင်ခွင့်ပြုချက်များ

အငှားချထားသူသည် ဤသဘောတူညီချက်အရပေးသည့်လုပ်ပိုင်ခွင့်ပြုချက်များအားလုံးသည် အငှားချထားသူပိုင်သောမြေပေါ်ဖြစ်ကြောင်းကို အတည်ပြုသည်။ ပြည်ထောင်စုသမ္မတ မြန်မာ နိုင်ငံရှိပုဂ္ဂလိကပိုင်သောမြေအပေါ် စီမံကိန်းကုမ္ပဏီကလိုအပ်သည့်လုပ်ကိုင်ခွင့်ပြုချက် အတိုင်း အတာအထိ၊ စီမံကိန်းကုမ္ပဏီသည်ယင်းကဲ့သို့နောက်ဆက်တွဲလုပ်ပိုင်ခွင့်ပြုချက်များ အတွက် သင့်တော်သောလျော်ကြေးကို သက်ဆိုင်ရာမြေပိုင်ရှင်များအားပေးရမည်။

၄။ အသုံးပြုခြင်း

၄.၁ ခွင့်ပြုထားသည့်အသုံးပြုခြင်း၊

စီမံကိန်းကုမ္ပဏီသည်စီမံကိန်းကိုတည်ဆောက်ခြင်း၊ပိုင်ဆိုင်ခြင်း၊လုပ်ငန်းဆောင်ရွက်ခြင်း၊လုပ်ငန်းအပ်နှံကြောင်းဆောင်ရွက်ခြင်း၊ စမ်းသပ်ခြင်း၊ စစ်ဆေးခြင်းနှင့်ထိန်းသိမ်းများ၊ လေ့လာမှုဆောင်ရွက်ခြင်းနှင့် စီမံကိန်းနေရာနှင့်သက်ဆိုင်သည့်မြေမျက်နှာသွင်ပြင် နှင့်ပထဝီအနေအထားနှင့်ပတ်သက်ပြီးစမ်းသပ်ခြင်းနှင့်စီမံကိန်းကိုတည်ဆောက်၊ဆောင်ရွက်ခြင်းကို မနှောင့်နှေးစေရန်အတွက်အပါအဝင် (ကန့်သတ်ချက်မရှိ) သင့်တော်သလို အဆွယ်အပွားလိုအပ်သည့်ယင်းကဲ့သို့အခြားကိစ္စများအတွက်သာ အသုံးပြုရမည်။

၄.၂ ကျင့်သုံးသောဥပဒေများ

စီမံကိန်းနေရာအသုံးပြုခြင်းသည် ကျင့်သုံးသောဥပဒေများနှင့်အညီဖြစ်ရမည်။

၄.၃ တည်ရှိနေသည့်အဆောက်အဦးများကိုဖယ်ရှားခြင်း

ဤသဘောတူညီချက်တွင်မည်သို့ပင်ဆန့်ကျင်ပါဝင်လင့်ကစား၊ ဤသဘောတူညီချက်ချုပ်သည့်နေ့မှလည်းကောင်း၊နောက်ပိုင်းမှာလည်းကောင်းစီမံကိန်းကုမ္ပဏီနှင့်ယင်း၏အေးဂျင့်များ၊လိုင်စင်ရရှိသူများသည် စီမံကိန်းရည်ရွယ်ချက်အတွက် စီမံကိန်းနေရာမှ (စိုက်ခင်းများအပါအဝင်) ပစ္စည်းများအားလုံးကိုရှင်းလင်းရန် စီမံကိန်းနေရာ သို့မဟုတ် လုပ်ပိုင်ခွင့်ရသောနေရာများရှိမြေပေါ်အဆောက်အဦးများအားလုံးနှင့်တစ်ခုခုကို ဖြိုချ၊ ဖယ်ရှားခွင့်ရှိရမည်။ စီမံကိန်းကုမ္ပဏီနှင့်ယင်း၏အေးဂျင့်များ၊လိုင်စင်ရရှိသူများကဖြိုချ၊ဖယ်ရှားပြီးနောက်၊ ယင်းကဲ့သို့ တည်ဆောက်မှုများသို့မဟုတ် ပစ္စည်းများကို ပြင်ဆင်၊ ပြန်လည်ထိန်းသိမ်း သို့မဟုတ် အစားထိုးရန်မည်သို့ဆိုစေ၊ မည်သည့်အခြေအနေမှာမဆို စီမံကိန်းကုမ္ပဏီတွင် မည်သည့်တာဝန်မျှမရှိစေရ။

၄.၄ နောင်ဖြစ်လာမည့်တည်ဆောက်မှုများကိုဖယ်ရှားခြင်း

စီမံကိန်းကုမ္ပဏီသည် တာဘိုင်များနှင့် တည်ဆောက်မှုများ သို့မဟုတ် အပေါ်ထပ်အဆောက်အအုံ၊အပါအဝင် နေရောင်ခြည်သုံးလျှပ်စစ်အားထုတ်လုပ်သည့်မှန်ကူကွက်များ၊ စွမ်းအင်စနစ်များကို တပ်ဆင်ထားသည်များ သို့မဟုတ် တွဲဖက်ပစ္စည်းများဟုတ်သည်ဖြစ်စေ၊ မဟုတ်သည်

ဖြစ်စေ၊ငှားရမ်းသက်တမ်းကုန်ဆုံးသည့်အခါဖယ်ရှားခွင့်ရှိရမည်။ချွင်းချက်အားဖြင့်အငှားချထားသူသည် ဂယ်လိုသူ၊ရောင်းလိုသူအခြေခံကာ၊ အဖွဲ့ဝင်များကြားအပြန်အလှန်သဘောတူသည့် အဖိုးစားနားဖြင့် ယင်းတို့ကို ဂယ်ယူနိုင်သည်။

၄.၅ လုပ်ပိုင်ခွင့်ခွဲဝေပေးခြင်း

ဤသဘောတူညီချက်တွင်မည်သို့ပင်ဆန့်ကျင်ပါဝင်လင့်ကစား၊စီမံကိန်းကုမ္ပဏီသည် ယင်း၏ တဦးတည်းဆုံးဖြတ်ချက်ဖြင့် ယင်း၏အခွင့်အရေး သို့မဟုတ် တာဝန်များကို အေးဂျင့်၊ လိုင်စင် ရယူသူ သို့မဟုတ် ကန်ထရိုက်တာ အပါအဝင် (ကန့်သတ်မထားဘဲ) တတိယအဖွဲ့ဝင်သို့ လုပ်ပိုင်ခွင့်ခွဲဝေပေးနိုင်သည်။ အငှားချထားသူသည် ယင်းသို့ခွဲဝေဆောင်ရွက်ခြင်းအတွက် အလားအလာသိရှိပြီး၊ သဘောတူသည်။

၄.၆ စီမံကိန်းနေရာသို့ပြန်လည်ဝင်ရောက်ခွင့်

စီမံကိန်းကုမ္ပဏီသည် ဤသဘောတူညီချက်ပါစည်းမျဉ်းစည်းကမ်းများကို လုပ်ကိုင်ရန် သို့မ ဟုတ် လိုက်နာရန် ပျက်ကွက်ခဲ့လျှင်၊ အငှားချထားသူထံမှ ယင်းပျက်ကွက်အကြောင်းစာဖြင့် အကြောင်းကြားစာပို့ပြီးနောက် ရက်ပေါင်း ၁၈၀ (တစ်ရာ့ရှစ်ဆယ်ရက်) အတွင်း ယင်းကဲ့သို့ မဆောင်ရွက်နိုင်ခြင်း သို့မဟုတ် မလိုက်နာခြင်းကို ပြုပြင်ရန်ပျက်ကွက်ခဲ့လျှင်၊ အငှားချထား သူသည် စီမံကိန်းနေရာကို ပြန်လည်ဝင်ရောက်၊ သိမ်းယူပိုင်ခွင့်ရှိရမည်။ ထို့နောက် ငှားရမ်း ခြင်းကို ဆုံးဖြတ်ရပ်စဲရမည်။ ချွင်းချက်အားဖြင့် ယင်းကဲ့သို့ပြန်လည်ဝင်ရောက်ခြင်းသည် ငှားရမ်းခ သို့မဟုတ် ပျက်စီးမှုအတွက် လျော်ကြေး၊ တနည်းနည်းဖြင့် စီမံကိန်းကုမ္ပဏီထံမှ ငွေပြန်လည်ရရန်အတွက် အငှားချထားသူ၏မည်သည့်ဆောင်ရွက်ပိုင်ခွင့်ကိုမှ မထိခိုက်စေရ၊

၄.၇ စီမံကိန်းနေရာကိုပြန်လည်လွှဲပြောင်းခြင်း

ဤသဘောတူညီချက်ကုန်ဆုံးခြင်း သို့မဟုတ် ရပ်စဲခြင်းဖြစ်သည့်အခါ၊ ငှားရမ်းသူသည် စီမံ ကိန်းနေရာကို မြေပြင်ပျက်စီးမှုများကိုပြန်လည်ဖို့ပြီး သို့မဟုတ် အဖိုးအခမယူဘဲပြင်ဆင်ပြီး ကောင်းမွန်သောအခြေအနေဖြင့် အငှားချထားသူထံ ၆ (ခြောက်) လအတွင်းလွှဲပြောင်းပေးရ မည်။

စီမံကိန်းကုမ္ပဏီကြောင့် စီမံကိန်းနေရာတွင်ဖြစ်ပေါ်သော ပျက်စီးမှုများနှင့် အပြည့်အဝ ပြောင်းရွှေ့သည့်နေ့အထိ ငှားရမ်းခအတွက် တောင်းဆိုသည့် အငှားချထားသူ၏အခွင့်အရေးများကို မထိခိုက်စေဘဲ ငှားရမ်းသူ၏စရိတ်ဖြင့် ပြောင်းရွှေ့နိုင်လျှင် စီမံကိန်းကို ဖယ်ရှားရမည်။

၄.၈ အရင်းအမြစ်များပိုင်ဆိုင်မှု

ငှားရမ်းသူသည် စီမံကိန်းနေရာတွင် တွေ့ရသောရတနာများ သို့မဟုတ် အခြား (သတ္တု) အရင်းအမြစ်များနှင့်ပတ်သက်ပြီး ပိုင်ဆိုင်မှု သို့မဟုတ် အခြားအခွင့်အရေးကိုမှ မတောင်းဆိုပါ။

၅။ ကိုယ်စားပြုခြင်း၊ အာမခံခြင်း နှင့် သဘောတူညီချက်များ

၅.၁ ကိုယ်စားပြုခြင်းနှင့်အာမခံခြင်း

(က) အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီအား အောက်ပါတို့ကို ကိုယ်စားပြု အာမခံသည်၊-

(၁) ယင်းသည်ဤသဘောတူညီချက်ကိုချုပ်ဆိုရန်နှင့်ယင်းအရတာဝန်များကိုဆောင်ရွက်ရန်လုပ်ကိုင်နိုင်စွမ်းနှင့် လုပ်ကိုင်ခွင့်အာဏာရှိသည်။

(၂) ဤသဘောတူညီချက်ကိုတရားဝင်အခွင့်အာဏာဖြင့်ချုပ်ဆို၊ပေးပို့သည်။ယင်း၏စည်းမျဉ်းများနှင့်အညီ၊ ယင်း၏တရားဝင်၊ အကျုံးဝင်ပြီး၊ ချိန်နှောင်မှုများ နှင့်အာဏာသက်ရောက်မှုများပါဝင်သည်။

(၃) ဤသဘောတူညီချက်အရ အငှားချထားသူက ယင်း၏တာဝန်များကိုထမ်းဆောင်ခြင်း၊ စာချုပ်ချုပ်ဆိုခြင်းနှင့်ပေးပို့ခြင်းတို့သည်ကျင့်သုံးသောဥပဒေများအရနှင့်မည်သည့် ပြဋ္ဌာန်းချက်၊စီရင်ချက်၊အမိန့်၊ဒီကရီ သို့မဟုတ် စည်းမျဉ်း သို့မဟုတ် တရားရုံး ဆုံးဖြတ်ချက်၊ အစိုးရအဖွဲ့အစည်း သို့မဟုတ် ယင်းကိုသော်လည်းကောင်း သို့မဟုတ် ယင်း၏ ပိုင်ဆိုင်မှုကိုသော်လည်းကောင်း ကျင့်သုံးသည့် သို့မဟုတ် ပတ်သက်သည့် လုပ်ကိုင်နိုင်စွမ်းရှိသည့်တရားစီရင်ခြင်း၏ အနည်ညာတခုံသမာဓိ လူကြီးမင်းအား ချိုးဖောက်ခြင်း မဖြစ်စေရ။

(၄) စီမံကိန်းနေရာနှင့်ခွင့်ပြုချက်ရဧရိယာများတည်ရှိသောပစ္စည်းကိုတစ်ဦးပိုင်သော ပိုင်ရှင်ဖြစ်သည်။စီမံကိန်းကုမ္ပဏီသည် ဤသဘောတူညီချက်၏စည်းမျဉ်းပြဋ္ဌာန်းချက်များနှင့်

အညီ၊ စီမံကိန်းနေရာနှင့်လုပ်ကိုင်အသုံးချခွင့်ကိုအသုံးပြုရန်၊အကျိုးသက်ရောက်သည့် နေ့အဖြစ် အကျိုးသက်ရောက်သည့်လိုင်စင်ကို (x) ရမည်။ ပြီးဆုံးသည့်နေ့အဖြစ် စီမံကိန်းတွင် တရားဝင်ငှားရမ်းပိုင်သည့်နေရာ (y) ရမည်။

(၅) အကျိုးသက်ရောက်သည့်နေ့အဖြစ်၊ ငှားရမ်းသည့်ကာလတစ်လျှောက် စီမံကိန်းနေရာ နှင့် လုပ်ပိုင်ခွင့်ရနေရာများကို ရှင်းလင်းစွာပိုင်ဆိုင်သည့်ပိုင်ရှင် ဖြစ်မည်။ အာမခံအဖြစ် လက်ဝယ်ထားသူများ သို့မဟုတ် အခြားကြွေးမြီတာဝန်များအားလုံးမှကင်းရှင်းသည်။ စီမံကိန်းနေရာ နှင့်/သို့မဟုတ် လုပ်ပိုင်ခွင့်ရဧရိယာများအား ဆန့်ကျင်ဆုံးဖြတ်ချက် များရှိလျှင် ဤသဘောတူညီချက်အရ စီမံကိန်းကုမ္ပဏီအား ယင်း၏အခွင့်အရေးများ ကျင့်သုံးနိုင်စွမ်းကိုထိခိုက်မည့် နှင့်/သို့မဟုတ် ဤသဘောတူညီချက်အရ အငှားချ ထားသူကယင်း၏တာဝန်များကို ဆောင်ရွက်နိုင်စွမ်းကိုထိခိုက်စေမည့်၊ မည်သည့်အ ရေးယူဆောင်ရွက်ခြင်း၊ တရားစွဲဆိုခြင်း၊ စုံစမ်းစစ်ဆေးခြင်း၊ အနုညာတတရားစီရင် ခြင်း သို့မဟုတ် အခြားတရားစွဲဆိုခြင်းများမှ ဆိုင်းငံ့နေခြင်းများမရှိပါ။

(၆) ဤသဘောတူညီချက်အရ ယင်း၏တာဝန်များကိုလိုက်နာပြီး တရားဝင်ချုပ်ဆိုနိုင်ရန်လို အပ်သော အစိုးရသဘောတူညီချက်များအားလုံးကိုရထားပြီးဖြစ်သည်။

(၇) အကျိုးသက်ရောက်သည့်နေ့အဖြစ်၊ စီမံကိန်းကုမ္ပဏီသည် တတိယအဖွဲ့ဝင်နေ ရောက်နေသူများအားလုံးမှကင်းရှင်းပြီး၊ အလွတ်ဖြစ်မည့်စီမံကိန်းနေရာအား တစ်ဦး တည်း အခွင့်အရေးရမည်။

(ခ) စီမံကိန်းကုမ္ပဏီသည် အငှားချထားသူအား အောက်ပါတို့ကို ကိုယ်စားပြု၊ အာမခံသည်၊-

(၁) ကျင့်သုံးသောဥပဒေများအားလုံးကိုအရေးကြီးသည့်နေရာအားလုံးတွင် လိုက်နာသည်။ ယင်း၏လုပ်ငန်းများကိုဆောင်ရွက်ရန်၊ ယင်း၏မြေနေရာပစ္စည်းများကိုပိုင်ဆိုင်ရန်၊ နှင့် ဤသဘောတူညီချက်အရ ယင်း၏တာဝန်များကိုဆောင်ရွက်၊ ပေးပို့၊ ထမ်းဆောင်ရန်၊ လိုအပ်သောအခွင့်အာဏာများရရှိထားပြီးဖြစ်သည်။

(၂) စီမံကိန်းကုမ္ပဏီသို့ ဥပဒေအကြံပေးများကပေးသည့် မြန်မာဥပဒေတရားကြောင်း ထင်မြင်ချက်တွင်ပါဝင်သောအရည်အချင်းများနှင့်ပတ်သက်ပြီး၊ ယင်းက ဤသဘော

တူညီချက်ကို အသိအမှတ်ပြုဆောင်ရွက်။ ပေးပို့ထားပြီးဖြစ်သည်။ ယင်း၏စည်းမျဉ်းများနှင့်အညီ ယင်း၏တရားဝင်၊ အကျုံးဝင်ပြီး တာဝန်များကိုချိနှောင်၊ အာဏာသက်ရောက်မှု များပါဝင်သည်။

(၃) လိုအပ်သောသဘောတူညီချက်များကိုရယူ၊ ထိန်းသိမ်းခြင်းနှင့်စပ်လျဉ်းပြီး၊ ဤသဘောတူညီချက်အရ ယင်း၏တာဝန်များကို စီမံကိန်းကုမ္ပဏီက ဆောင်ရွက်ခြင်း ပေးပို့ခြင်းနှင့်ထမ်းဆောင်ခြင်းသည် ယင်း၏ပိုင်ဆိုင်မှုပစ္စည်းများ နှင့်ယင်း၏လုပ်ငန်းများနှင့်ပတ်သက်ပြီး သို့မဟုတ် ကျင့်သုံးသော လုပ်ကိုင်နိုင်စွမ်းရှိသည့်တရားစီရင်ရေး၏ မည်သည့်တရားရုံး၊ အစိုးရအဖွဲ့အစည်း သို့မဟုတ် ခုံသမာဓိလူကြီးကမဆို ချမှတ်သောပြဌာန်းချက်၊ စီရင်ချက်၊ အမိန့်၊ ဒီကရီ သို့မဟုတ် စည်းမျဉ်းများကိုချိုးဖေါက်ခြင်း မဖြစ်ပါ။

၅.၂ ငြိမ်းချမ်းစွာခံစားခြင်း

အငှားချထားသူသည် သဘောတူအာမခံသည်။ စီမံကိန်းကုမ္ပဏီအနေဖြင့် ဤသဘောတူညီချက်အရဆက်လက်ဆောင်ရွက်နေပြီး၊ ပျက်ကွက်မှုမဖြစ်သမျှကာလပတ်လုံး၊ စီမံကိန်းကုမ္ပဏီသည် စီမံကိန်းနေရာကို ငြိမ်းချမ်း၊ တိတ်ဆိတ်စွာခံစားမှု၊ ပိုင်ဆိုင်မှုနှင့် အသုံးပြုခွင့်ရရှိမည်။ ချွင်းချက်အားဖြင့်အငှားချထားသူသည်စီမံကိန်းနေရာကိုစစ်ဆေးရန်နှင့် ဤသဘောတူညီချက်အတိုင်းလိုက်နာမှုကို စောင့်ကြည့်ရန်၊ စီမံကိန်းကုမ္ပဏီကို သင့်တော်သည့်အကြောင်းကြား နို့တစ်စာပေးပြီး စီမံကိန်းနေရာကို သာမန်အလုပ်လုပ်သောအချိန်များအတွင်း ဝင်ရောက်နိုင်သည်။ ချွင်းချက်အားဖြင့် ယင်းကဲ့သို့ဝင်ရောက်ခြင်းသည် အရေးပါသည့်အမြင်ဖြင့် စီမံကိန်းအားအနှောက်အယှက်မပေးရ သို့မဟုတ် မသက်ရောက်စေပါ။

၅.၃ သက်သေခံလက်မှတ်ပေးခြင်း။

(၁) စီမံကိန်းနှင့်ပတ်သက်ပြီး ချေးငွေအထောက်အပံ့ပိတ်သည့်နေ့၊ နှင့်

(၂) စီမံကိန်းက စီးပွားဖြစ်ဆောင်ရွက်သည့်နေ့များအသီးသီး၊ အငှားချထားသူက စီမံကိန်းကုမ္ပဏီအားပျက်ကွက်ခြင်းမရှိကြောင်းနှင့်အငှားချထားသူနှင့်ပတ်သက်ပြီး ဆက်လက် ဆောင်ရွက်နေကြောင်း၊နှင့်အငှားချထားသူသည်သက်ဆိုင်ရာသက်သေခံလက်မှတ်ထုတ်ပေးသည့်

နေ့စွဲ သို့မဟုတ် ယင်းနေ့မတိုင်မီ ဆောင်ရွက်ရန်လိုအပ်သောတာဝန်များအားလုံးကို ဆောင်ရွက်ပြီးဖြစ်ကြောင်းကိုဖော်ပြလျက်၊ယင်းနေ့အသီးသီးအတိုင်းနေ့စွဲဖြင့်အငှားချထားသူ၏ခွင့်ပြုချက်ရကိုယ်စားလှယ်ကလက်မှတ်ရေးထိုးထားသည့်သက်သေခံလက်မှတ်ထုတ်ပေးရမည်။

၆။ ကာလ

၆.၁ ငှားရမ်းကာလ

အပိုဒ် ၂.၁ နှင့်အရ၊ အငှားချထားသူကစီမံကိန်းကုမ္ပဏီအားခွင့်ပြုသောငှားရမ်းကာလသည် စတင်သည့်ကာလတွက်နှင့် ပြီးဆုံးသည့်နေ့စွဲပါဝင်ပြီး၊ ကုန်ဆုံးသည့်ကာလများအတွက် ဖြစ်ရမည်။ သို့သော် ပြီးဆုံးသည့်နေ့မှ အနှစ် သုံးဆယ် (၃၀) (ကနဦးကာလ) ကျသောနေ့ မပါဝင်ပါ။ ငှားရမ်းကာလသည် ၁၅ (ဆယ့်ငါး) နှစ်အသီးသီးဖြစ်သော နောက်ထပ်ကာလ (တိုးမြှင့်ကာလအသီးသီး) နှစ်ခုအတွက် အလိုအလျောက် တိုးမြှင့်ရမည်။ စုစုပေါင်းငှားရမ်းကာလသည် အနှစ်ခြောက်ဆယ် (၆၀) ဖြစ်ရမည်။

၆.၂ သဘောတူညီချက်ကာလ

အပိုဒ် ၁၄.၁၁ အရ ဤသဘောတူညီချက်သည် ငှားရမ်းကာလပြီးသည့်အခါ အလိုအလျောက် ရပ်စဲရမည်။

၆.၃ ရပ်စဲခြင်း

ဤသဘောတူညီချက်ကို PPA ရပ်စဲခြင်း သို့မဟုတ် ပြီးဆုံးသည့်အခါ နောက်ထပ်အကြောင်းကြားစာပို့ရန်မလိုဘဲ၊ ရပ်စဲနိုင်သည်။

၇။ ငှားရမ်းခ

စီမံကိန်းကုမ္ပဏီသည်စီမံကိန်းနေရာနှင့်လုပ်ကိုင်အသုံးချခွင့်များအားလုံးအတွက် တစ်ဧကလျှင် တစ်နှစ်၊ အမေရိကန်ဒေါ်လာ၁၀၀ နှုန်းဖြင့် စီမံကိန်းအတွက်လိုအပ်သော ဧက ၁၀၀၀ အတွက် နှစ်စဉ်ငှားရမ်းခ စုစုပေါင်း တစ်နှစ် US$ ၁၀၀၀၀၀ကို ငှားရမ်းကာလအတွင်း နှစ်တိုင်း၏ ဇန်နဝါရီလ (၃၁) ရက်နေ့တွင်ပေးရမည်။ ပထမငှားရမ်းကာလအတွက်ငှားရမ်းခကို အငှားကာလ၏ ပထမနှစ်ဒီဇင်ဘာ ၃၁ ရက် တွင်ပေးရမည်။

အငှားချထားသူသည် တစ်ဧကလျှင် တစ်နှစ်၊ အမေရိကန်ဒေါ်လာ၁၀၀ နှုန်းဖြင့် နောက်ထပ် ၂၅၀၀ ဧကကိုလုပ်ခွင့်ပေးမည်။

၈။ အခွန်အခများနှင့် ကောက်ခံခြင်းများ

အပိုဒ် ၇ တွင်ဖေါ်ပြထားသောငှားခပမာဏတွင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတွင် လိုအပ်သောခွင့်ပြုချက်များရခြင်းတွက် ပေးရမည့် ပုံမှန်အခများ၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံအစိုးရနှင့်မွန်လေးတိုင်းဒေသကြီးအစိုးရကကောက်ခံသည့်အခွန်များမှအပ၊ဤသဘောတူညီချက်ကာလအတွင်း စီမံကိန်းနေရာတွင် နေရာယူခြင်း သို့မဟုတ် လုပ်ပိုင်ခွင့်ရဧရိယာများကို အသုံးချခြင်း နှင့်ပတ်သက်၍ ပစ္စည်းများ၊ မြေနီစပယ်နှင့်အခြားအခွန်များ၊ ကောက်ခံငွေများ၊ ပေးရန်တာဝန်များနှင့်ဝန်ဆောင်ခများအားလုံးနှင့်ပတ်သက်ပြီး၊ စီမံကိန်းကုမ္ပဏီ၏တာဝန်များ ပါဝင်သည်။

၉။ ပတ်ဝန်းကျင်ဆိုင်ရာကိစ္စများ

(က) အောက်ပါ အပိုဒ် ၉ (ခ) (၂) အရ၊စီမံကိန်းကုမ္ပဏီသည် စီမံကိန်းနေရာ သို့မဟုတ် လုပ်ပိုင်ခွင့်ရဧရိယာများနှင့်ပတ်သက်ပြီး ငှားရမ်းကာလတစ်လျှောက် စီမံကိန်းကုမ္ပဏီ၏ဆောင်ရွက်ချက်များ၊ လုပ်ဆောင်မှုများ သို့မဟုတ် ပေါ့လျော့မှုများမှရလာသည့် အန္တရာယ်ရှိပစ္စည်းများရှိခြင်း၊ ကူးပြောင်းခြင်း၊ရွှေ့ရှားခြင်း၊လွှတ်ထုတ်ခြင်း၊ ပျော်ဝင်ခြင်း သို့မဟုတ် စွန့်ပစ်ခြင်းနှင့်ဆက်နွယ်သောဆုံးရှုံးမှု သို့မဟုတ် ပျက်စီးမှုများအတွက် အငှားချထားသူအား ကာကွယ်၊ နစ်နာကြေးပေးရမည် ၊ အန္တရာယ်မကျအောင်ကာကွယ်ရမည်။

(ခ) အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီနှင့် ငွေချေးပေးသူများနှင့်သူတို့အသီးသီး၏ တာဝန်ပေးထားသူများအား အောက်ပါတို့နှင့်ပတ်သက်ပြီးမည်သည့်ဆုံးရှုံးမှု သို့မဟုတ် ပျက်စီးမှုများကို မဆို ကာကွယ်၊ နစ်နာကြေးပေးပြီး အန္တရာယ်မရှိအောင်ထားရမည်။

(၁) အငှားချထားသူ သို့မဟုတ် အခြားသူများသိသည်ဖြစ်စေ၊ သို့မဟုတ် မသိသည်ဖြစ်စေ၊အကျိုးသက်ရောက်သောနေ့တွင် သို့မဟုတ် ယင်းနေ့မတိုင်မီ၊ စီမံကိန်းနေရာ သို့မဟုတ် လုပ်ပိုင်ခွင့်ရဧရိယာများမှာ သို့မဟုတ် အောက်ဘက်မှာတည်ရှိသည့်

အဖြစ်အပျက်များ သို့မဟုတ် အခြေအနေများမှပေါ်ထွက်လာသော စီမံကိန်းနေရာ၏ ပတ်ဝန်းကျင်ဆိုင်ရာအခြေအနေများနှင့်ပတ်သက်ပြီး၊ သို့မဟုတ်

(၂) အကျိုးသက်ရောက်သောနေ့တွင် သို့မဟုတ် ယင်းနေ့နောက်ပိုင်းတွင် အငှားချထားသူ၊ ယင်း၏ မိတ်ဖက်များ သို့မဟုတ် အစိုးရ သို့မဟုတ် အစိုးရမဟုတ်သော အဖွဲ့အစည်းများ၏ အန္တရာယ်ရှိပစ္စည်းများရှိခြင်း၊ ကူးပြောင်းခြင်း၊ရွှေ့ရှားခြင်း၊လွှတ်ထုတ်ခြင်း၊ ပျော်ဝင်ခြင်း သို့မဟုတ် စွန့်ပစ်ခြင်း များမှပေါ်ထွက်သည့်၊

(c) အဖွဲ့ဝင်တိုင်းသည်စီမံကိန်း၏အစိတ်အပိုင်းတစ်ခုခု၏တည်ဆောက်ခြင်း၊မွမ်းမံခြင်း သို့မဟုတ် ဆောင်ရွက်ခြင်းများ သို့မဟုတ် စီမံကိန်းနေရာ သို့မဟုတ် လုပ်ပိုင်ခွင့်ရဧရိယာများအတွင်း ဖြစ်ပေါ်သော အခြားဆောင်ရွက်ချက်များ သို့မဟုတ် အခြေအနေများနှင့်ပတ်သက်ပြီး၊ ပေါ်ပေါက်သော သို့မဟုတ် မည်သည့်နည်းဖြင့်မဆို ပတ်ဝန်းကျင်ဆိုင်ရာဥပဒေများကို ချိုးဖေါက် သို့မဟုတ် ကျူးလွန်ခြင်း သို့မဟုတ် ချိုးဖေါက် သို့မဟုတ် ကျူးလွန်ကြောင်းစွပ်စွဲခြင်း များကို သိရှိသည့်အခါ၊ အခြားအဖွဲ့ဝင်အားချက်ခြင်းအကြောင်းကြားအသိပေးရမည်။

၁၀။ တာဝန်ပေးအပ်ခြင်းများ

၁၀.၁ တာဝန်ပေးအပ်ခြင်း

အပိုဒ်၁၀.၂အရ ဤသဘောတူညီချက်၏အဖွဲ့ဝင်တစ်ဦးက ဤသဘောတူညီချက်အရယင်းအဖွဲ့ဝင်၏လုပ်ပိုင်ခွင့်များ သို့မဟုတ် တာဝန်များကို တာဝန်ပေးခြင်း သို့မဟုတ် လွှဲပြောင်းခြင်းသည် အခြားအဖွဲ့ဝင်၏ကြိုတင်စာဖြင့်သဘောတူညီချက်မပါဘဲ အကျိုးသက်ရောက်မှုမရှိစေရ။ ယင်းကဲ့သို့သဘောတူညီချက်ကို အကြောင်းမလုံလောက်ဘဲ ထိန်းထားခြင်း သို့မဟုတ် ကြန့်ကြာခြင်းမဖြစ်စေရ။

၁၀.၂ ငွေချေးပေးသူများအားတာဝန်ပေးခြင်း

စီမံကိန်းအားငွေကြေးထောက်ပံ့ခြင်းအတွက်အပိုဒ် ၁၀.၁ ပါပြဋ္ဌာန်းချက်ကမည်သို့ဆိုစေကာမူ၊ စီမံကိန်းကုမ္ပဏီသည်လွတ်လပ်စွာအငှားချထားသူ သို့မဟုတ် အခြားသူ၏သဘောတူညီချက်မလိုအပ်ဘဲ ဤသဘောတူညီချက်အရ သို့မဟုတ် ပတ်သက်သော ယင်း၏လုပ်ပိုင်ခွင့်များ နှင့်

အကျိုးစီးပွားများကို တာဝန်ပေးခြင်း သို့မဟုတ် ဆောင်ရွက်ခြင်းပြုလုပ်နိုင်သည်။ သို့မဟုတ် ငွေချေးပေးသူများအားအကျိုးပြုသည့် အာမခံအကျိုးစီးပွားကို ဖန်တီးနိုင်သည်။

၁၀.၃ ငွေချေးပေးသူများနှင့်တိုက်ရိုက်သဘောတူညီချက်

အငှားချထားသူသည် ငွေချေးပေးသူကတောင်းဆိုလျှင်၊ ငွေချေးပေးသူများနှင့် သဘောရိုးဖြင့် ညှိနှိုင်းပြီး၊ စီမံကိန်းနှင့်အလားတူသောစီမံကိန်းများအတွက်ထုံးစံဖြစ်သောပုံစံဖြင့် တိုက်ရိုက်စာချုပ်နိုင်သည်။ ချွင်းချက်အားဖြင့် ယင်းကဲ့သို့တိုက်ရိုက်စာချုပ်သည် တတိယအဖွဲ့ဝင်အား ဤသဘောတူညီချက်အရ စီမံကိန်းကုမ္ပဏီ၏အခွင့်အရေးနှင့် အရေးပါခြားနားသည့်အခွင့်အရေးများကို မပေးရ။

၁၀.၄ နောက်တိုးအာမခံခြင်းများ

ငွေချေးပေးသူများကတောင်းဆိုနိုင်သည့်အတိုင်း ဤသဘောတူညီချက်အရ ယင်းပုဂ္ဂိုလ်များ၌ အခွင့်အရေးများ နှင့် အပိုဒ် ၁၀ ဖြင့် သုံးသပ်ထားသည့်အတိုင်း ဖန်တီးထားသော အာမခံနှင့်စပ်လျဉ်း၍၊ အငှားချထားသူက သိရှိပြီး စီမံကိန်းကုမ္ပဏီ၏တောင်းဆိုချက်အရ ယင်းကဲ့သို့ နောက်ထပ်သိရှိချက်များအားလုံးကို ငွေချေးပေးသူများ သို့မဟုတ် သူတို့၏တာဝန်ပေးသူများနှင့် ချုပ်ဆို၊ ပေးအပ်ရမည်။ အငှားချထားသူသည် ငွေချေးပေးသူများက သင့်တော်သည့် တောင်းဆိုသည့်သတင်းအချက်အလက်များကိုပေးရန် (ငွေချေးပေးသူများက သင့်တော်သည့် အတိုင်းတောင်းဆိုသည့်အစိုးရအဖွဲ့အစည်းများထံမှသတင်းအချက်အလက်များကိုရယူရာတွင် အကူအညီပေးရန်)၊ နှင့် စီမံကိန်းအတွက် ငွေကြေးထောက်ပံ့ခြင်းနှင့်ပတ်သက်ပြီး ငွေချေးပေးသူများနှင့် တွေ့ဆုံ၊ ညှိနှိုင်းဆောင်ရွက်ရန်၊ သင့်တော်သည့်အတိုင်းကြိုးပမ်းရမည်။

၁၁။ အနညာတစီရင်ဆုံးဖြတ်ခြင်း

(က) ဤသဘောတူညီချက်၏တည်ရှိမှု၊ တရားဝင်မှု သို့မဟုတ် ရပ်စဲမှုနှင့်ပတ်သက်သောပြဿနာ အပါအဝင်၊ ဤသဘောတူညီချက်မှ သို့မဟုတ် ယင်းနှင့်ပတ်သက်ပြီး ပေါ်ထွက်လာသော အငြင်းပွားမှုရှိသည့်အခါ၊ (အငြင်းပွားမှု)အဖွဲ့ဝင်များသည်အငြင်းပွားမှုကိုဖြေရှင်းချက် အတွက် သဘောရိုးဖြင့် ညှိနှိုင်းရန်အားထုတ်ရမည်။ ယင်းသို့ ဆောင်ရွက်ခြင်းမှာ မဖြစ်နိုင် သို့မဟုတ်

လက်တွေ့မကျမဖြစ်လျှင်၊အဖွဲ့ဝင်များသည်အငြင်းပွားမှု၏နောက်ဆုံးဖြေရှင်းချက်ကိုဆိုင်းငံ့ပြီး၊ ဤသဘောတူညီချက်အရ ဆက်လက်ဆောင်ရွက်ရမည်။

(ခ) အဖွဲ့ဝင်တစ်ဦးကအငြင်းပွားမှုကိုအသိပေးထုတ်ပြန်ပြီးနောက်ရက်ပေါင်း ၃၀ အတွင်း၊ အဖွဲ့ဝင်များသည်အငြင်းပွားမှုကိုငြိမ်းချမ်းစွာမဖြေရှင်းနိုင်လျှင်၊အငြင်းပွားမှုကိုနောက်ဆုံးလက်ရှိအာဏာသက်ဝင်နေသည့် 2010 အနညာတဆုံးဖြတ်ခြင်း၊ နိုင်ငံတကာကုန်သွယ်မှု ဥပဒေ အပေါ် ကုလသမဂ္ဂကော်မရှင် (UNCITRAL)နှင့်အညီ၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံရှိ အနညာတစီရင်ဆုံးဖြတ်ခြင်းဖြင့် ရည်ညွှန်းဖြေရှင်းရမည်။ စည်းမျဉ်းများကို အပိုဒ် ၁၁ တွင်ရည်ညွှန်း ပေးထားပြီးဟုမှတ်ယူသည်။ အနညာတခုံရုံးတွင် ခုံသမာဓိလူကြီး သုံး (၃) ဦးပါရမည်။ အနညာတစီရင်ဆုံးဖြတ်သည့်ဘာသာစကားသည် အင်္ဂလိပ်ဘာသာစကားဖြစ်ရမည်။

(ဂ) ပေးအပ်သောအနညာတဆုံးဖြတ်ချက်သည်အဖွဲ့ဝင်များအပေါ် ချိနှောင်ပြီး၊နောက်ဆုံးအတည်ဖြစ်ရမည်။ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံရှိတရားရုံးများအပါအဝင် ကန့်သတ်မထားဘဲ လုပ်ပိုင် ခွင့်ရှိသည့်စီရင်ဆုံးဖြတ်သောမည်သည့်တရားရုံးများတွင်မဆို အာဏာသက်ဝင်ရမည်။

(ဃ) အငှားချထားသူသည် ပြန်လည်ရုပ်သိမ်းမရဘဲ၊စွန့်လွှတ်ပြီး၊ မည်သည့်စီရင်ဆုံးဖြတ်သည့်ဥပဒေများအရ ယခု သို့မဟုတ် ယခုမှစပြီး အကျုံးဝင်လာမည့်၊ ယင်း သို့မဟုတ် ယင်း၏ပစ္စည်းအား ဆောင်ရွက်ခြင်း၊ အာဏာသက်ရောက်စေခြင်း သို့မဟုတ် ဂါရမ်းစွဲကပ်သည့်ပုံစံအားလုံးနှင့်တစ်ခုခုမှ တရားစွဲဆိုခြင်း နှင့်/သို့မဟုတ် ကင်းလွတ်ခွင့် မတောင်းဆိုရန်သဘောတူသည်။ အငှားချထားသူသည် ယင်းသို့စွန့်လွှတ်ခြင်းသည် ယင်းဥပဒေများအရ ခွင့်ပြုသော အတိုင်းအတာအပြည့်သက်ရောက်ရမည်ဖြစ်ကြောင်းကြေညာသည်။

(င) သံသယရှောင်ရှားရန်အတွက် အငှားချထားသူသည် ဤအပိုဒ် ၁၁ ရည်ရွယ်ချက်အတွက် စီမံကိန်းကုမ္ပဏီကစွဲဆိုသည့်မည်သည့်တရားရုံး၏ဆုံးဖြတ်စီရင်ခြင်းကိုမဆို ပြန်လည်ရုပ်သိမ်းမရဘဲတင်သွင်းသည်။မသင့်လျော်သောအစည်းအဝေးအခြေခံဖြင့်သို့မဟုတ်တစ်နည်းအားဖြင့် ကန့်ကွက်မှုမပြုလုပ်ရန် တာဝန်ယူသည်။

(စ) အနညာတခုံရုံးကပေးသည့်ဆုံးဖြတ်ချက်ကို အသိအမှတ်ပြု သို့မဟုတ် အာဏာသက်ရောက်စေရန် စီမံကိန်းကုမ္ပဏီက လျှောက်ထားပြီး ရက်ပေါင်း ခြောက်ဆယ် (၆၀) အတွင်း မြန်မာ

တရားရုံးများက အသိအမှတ်မပြု သို့မဟုတ် အာဏာမသက်ဝင်စေလျှင်၊ စီမံကိန်းကုမ္ပဏီသည် စီမံကိန်းကုမ္ပဏီက ဆုံးဖြတ်သည့်ငွေကို အမြတ်ဝေစုများ၊ အခွန်များ၊ ငှားရမ်းခများ ၊ ကောက်ခံငွေများ သို့မဟုတ် တနည်းအားဖြင့် ကန့်သတ်မထားဘဲ ပါဝင်သည့်၊ အငှားချထားသူအား ပေးရမည့် အခြားငွေမှ ခုနှိမ်နိုင်သည်။

၁၂။ ပျက်ကွက်မှုကိစ္စရပ်များ

၁၂.၁ အဖွဲ့ဝင်တစ်ဦးဦးက အောက်ပါ အရေးကြီးသောတာဝန်များကို ဆောင်ရွက်ရန် ပျက်ကွက်လျှင် ပျက်ကွက်မှုကိစ္စရပ်များ ဖြစ်ပေါ်သည်ဟုမှတ်ယူရမည်။

(၁) အခြားအဖွဲ့ဝင်က ယင်းကဲ့သို့ ပျက်ကွက် သို့မဟုတ် ချိုးဖောက်ကြောင်းစာဖြင့် အကြောင်းကြားစာလက်ခံရပြီးနောက် ရက်ပေါင်း ကိုးဆယ် (၉၀) အတွင်း ယင်းကဲ့သို့ ပျက်ကွက် သို့မဟုတ် ချိုးဖောက်မှုကို မကုစားခြင်း၊ သို့မဟုတ်

(၂) သင့်တော်သည့်အားထုတ်မှုသုံးပြီး ယင်းကဲ့သို့အကြောင်းကြာစာလက်ခံပြီးနောက် ရက်ပေါင်းကိုးဆယ် (၉၀) အတွင်း ယင်းကဲ့သို့ ပျက်ကွက် သို့မဟုတ် ချိုးဖောက်မှုကို မကုစားနိုင်လျှင်၊ ချိုးဖောက်သည့်အဖွဲ့ဝင်သည် ယင်း ရက်ပေါင်းကိုးဆယ် (၉၀) အတွင်းချိုးဖောက်မှုကုစားခြင်းကို မစတင်နိုင်ဘဲ၊ ယင်းကဲ့သို့ ပျက်ကွက်မှုသို့မဟုတ် အခြားချိုးဖောက်မှုကိုကုစားရန် ဆက်လက် သင့်တော်သောအားထုတ်မှုပြုနေသည်။

၁၂.၂ ပျက်ကွက်မှုအတွက်ကုစားခြင်းများ

အဖွဲ့ဝင်တစ်ဦးဦးကပျက်ကွက်သည့်ကိစ္စရပ်ဖြစ်ပေါ်သည့်အခါ၊ယင်းပျက်ကွက်သည့်ကိစ္စဆက်လက်ဖြစ်ပေါ်နေစဉ်၊ အခြားအဖွဲ့ဝင်သည် အောက်ပါတို့အပါအဝင် အပိုဒ် ၁၃.၁ တွင်ပါသော ပျက်စီးမှုအပေါ် ကန့်သတ်ချက်များအရကိစ္စရပ်အသီးသီးတွင်(ဤသဘောတူညီချက်ကိုရပ်စဲခြင်းမှတစ်ပါး) ကျင့်သုံးသောဥပဒေများအရ ရနိုင်သော အခွင့်အရေးများနှင့်ကုစားချက်များအားလုံးကို ရယူနိုင်သည်။

(၁) အမှန်တကယ်ပျက်စီးမှုကိုရယူသည့်အခွင့်အရေး သို့မဟုတ်

(၂) ပျက်ကွက်သည့်အဖွဲ့ဝင်က ပျက်ကွက်သည့်ကိစ္စရပ် သို့မဟုတ် ပျက်ကွက်သည့်ကိစ္စရပ်ဖြစ်နိုင်သည့် အလားအလာ သို့မဟုတ် ခြိမ်းခြောက်မှုကို ထိန်းချုပ်ပြီး၊ လမ်းညွှန်ပေးသည့်အခွင့်အရေး။

၁၃။ အဖွဲ့ဝင်များ၏ပေးရန်တာဝန်များ

၁၃.၁ ပေးရန်တာဝန်ကိုကန့်သတ်ခြင်း

(က) အပိုဒ် ၁၃.၂ အရလိုအပ်သည့်မှအပ၊သွယ်ဝိုက်နောက်ဆက်တွဲဖြစ်ပြီး၊ ဖြစ်ပျက်သည့်၊ ပြင်းထန်သော သို့မဟုတ် စံပြဖြစ်သည့်ပျက်စီးမှုများအတွက်စာချုပ်၊တရားမနစ်နာမှု၊အာမခံခြင်း၊ တင်းကျပ်သည့်ပေးရန်တာဝန် သို့မဟုတ် အခြားတရားဥပဒေသီအိုရီဖြင့် မည်သည့်အဖွဲ့ဝင်ကမှ အခြားအဖွဲ့ဝင်သို့ ပေးရန်တာဝန်မရှိစေရ။

(ခ) ဤသဘောတူညီချက်အရ သို့မဟုတ် ချိုးဖေါက်မှုမှတစ်ပါး၊မည်သည့်အဖွဲ့ဝင်ကမှ အခြားအဖွဲ့ဝင်သို့ ပေးရန်တာဝန်မရှိစေရ။ သို့သော်လည်းချွင်းချက်အားဖြင့်ဤပြဌာန်းချက်သည် အဖွဲ့ဝင်တစ်ဦးက အခြားသူအား ဤသဘောတူညီချက် သို့မဟုတ် ဤသဘောတူညီချက်နှင့် မသက်ဆိုင်သော သို့မဟုတ် ကျင့်သုံးသောဥပဒေများအရသတ်မှတ်ထားသည့်ဆောင်ရွက်ချက်နှင့် မပတ်သက်သောမည်သည့်အခွင့်အရေးကိုမျှ စွန့်လွှတ်ရန် မရည်ရွယ်ပါ။

၁၃.၂ နစ်နာကြေးပေးခြင်း

(က) ဤသဘောတူညီချက်ရှိတစ်နေရာတွင် အထူးပြဌာန်းထားသည့်အတိုင်းမှတစ်ပါး၊ အငှားချထားသူသည်စီမံကိန်းကုမ္ပဏီ၊ယင်းကခန့်ထားသည့်ဆောက်လုပ်ရေးကန်ထရိုက်တာများနှင့်ငွေချေးပေးသူများအားသူတို့ကိုယ်တိုင်နှင့် သူတို့၏အရာရှိများ၊ ဒါရိုက်တာများနှင့်ဝန်ထမ်းများ အသီးသီးအတွက် ယုံကြည်စွာအပ်နှံခံရသူအနေဖြင့်း နစ်နာကြေးပေးပြီးကာကွယ်ရမည်။ ယင်းတို့အသီးသီးအား ယခုနေ့နောက်ပိုင်း အမြဲတမ်းဤသဘောတူညီချက်နှင့်ဆက်စပ်ပြီးအငှားချထားသူ၏ပေါ့လျော့မှု၊ သို့မဟုတ် ရည်ရွယ်ဆောင်ရွက်ချက် သို့မဟုတ် ထိန်ချန်မှုကြောင့် ဖြစ်ပေါ်၊ ခံစား၊ သို့မဟုတ် ပေးရန် လိုအပ်သည့် တိုက်ရိုက်ဖြစ်စေ သွယ်ဝိုက်၍ဖြစ်စေကျရောက်သည့် တကိုယ်ရေထိခိုက် ဒဏ် ရာရခြင်း

သို့မဟုတ် သေဆုံးခြင်း သို့မဟုတ် ပစ္စည်းများဆုံးရှုံးခြင်းများကြောင့် မထိခိုက်အောင်ထားရှိရမည်။

(ခ) ဤသဘောတူညီချက်ရှိတစ်နေရာတွင် အထူးပြဋ္ဌာန်းထားသည့်အတိုင်းမှတစ်ပါး၊ စီမံကိန်းကုမ္ပဏီသည် အငှားချထားသူအား ယင်းကိုယ်တိုင်နှင့် သူတို့၏အရာရှိများ၊ ဒါရိုက်တာများနှင့် ဝန်ထမ်းများအသီးသီးအတွက်ယုံကြည်စွာအပ်နှံခံရသူအနေဖြင့်နစ်နာကြေးပေးပြီးကာကွယ်ရမည်။ ယင်းတို့အသီးသီးအား ယခုနေ့နောက်ပိုင်း အမြဲတမ်းဤသဘောတူညီချက်နှင့် ဆက်စပ်ပြီးစီမံကိန်းကုမ္ပဏီ၏ပေါ့လျော့မှု၊သို့မဟုတ်ရည်ရွယ်ဆောင်ရွက်ချက် သို့မဟုတ် ထိန်ချန်မှုကြောင့် ဖြစ်ပေါ်၊ ခံစား၊ သို့မဟုတ် ပေးရန် လိုအပ်သည့် တိုက်ရိုက်ဖြစ်စေ သွယ်ဝိုက်၍ဖြစ်စေ ကျရောက်သည့်တကိုယ်ရေထိခိုက်ဒဏ်ရာရခြင်းသို့မဟုတ်သေဆုံးခြင်းသို့မဟုတ် ပစ္စည်းများဆုံးရှုံးခြင်းများကြောင့် မထိခိုက်အောင်ထားရှိရမည်။

(ဂ) အဖွဲ့ဝင်များ၏ပူးတွဲ၍သော်လည်းကောင်း၊ သို့မဟုတ် တပြိုင်တည်းဖြစ်ပေါ်သောပေါ့ဆမှု သို့မဟုတ် ရည်ရွယ်ဆောင်ရွက်ချက်များ သို့မဟုတ် ထိန်ချန်မှုများကြောင့်ဒဏ်ရာ သို့မဟုတ် ပျက်စီးမှုကြုံရသည့်အခါ၊ အဖွဲ့ဝင်အသီးသီးသည် ဤနစ်နာကြေးပေးခြင်းအရ အဖွဲ့ဝင်များက သဘောတူသည့်အတိုင်း သို့မဟုတ် အပိုဒ် ၁၁ နှင့်အညီ ဆုံးဖြတ်သည့်အတိုင်း သို့မဟုတ် ဆုံးဖြတ်နိုင်သည့်တရားရုံးကဆုံးဖြတ်သည့်အတိုင်း၊ ယင်းတို့၏သက်ဆိုင်ရာ မှားယွင်းမှုဒီကရီ အလိုက်အချိုးကျပေးလျော်ရန်တာဝန်ရှိရမည်။

၁၄။ အထွေထွေ

၁၄.၁ ကင်းလွတ်ခွင့်ကိုစွန့်လွှတ်သူ

(က) အငှားချထားသူသည် ဤသဘောတူညီချက်ကိုချုပ်ဆို၊ ပေးပို့၊ ဆောင်ရွက်ခြင်းတွင် ပုဂ္ဂလိကနှင့်စီးပွားရေးဆိုင်ရာပြုမူချက်များပါကြောင်းကို ကန့်သတ်ချက်မရှိ၊ ပြန်လည်မရုတ်သိမ်းနိုင်ဘဲ သဘောတူသည်။ရှေ့ဆက်ဆောင်ရွက်ရာတွင် အငှားချထားသူသည် အောက်ပါတို့ကို ကန့်သတ်ချက်မရှိ၊ ပြန်လည်မရုတ်သိမ်းနိုင်ဘဲ သဘောတူသည်။

(၁) ဤသဘောတူညီချက်သို့မဟုတ်ဤသဘောတူညီချက်ကြောင့်ပေါ်ပေါက်လာသည်ဟုထင်မြင်သည့်ဆောင်ရွက်ချက်များနှင့်ပတ်သက်ပြီး တရားစီရင်ပိုင်ခွင့် သို့မဟုတ် အမှု

စစ်ဆေးသည့်နေရာတွင်ဆန့်ကျင်ပြီး၊ အမှုဆောင်ရွက်ချက်များရှိလျှင်၊ ယင်းကိုယ်တိုင်သော်လည်းကောင်း၊ယင်းကိုယ်စားသော်လည်းကောင်းယင်းအမှုဆောင်ရွက်ချက်များမှကင်းလွတ်ခွင့်တောင်းဆိုခြင်းမပြုပါ။

(၂) နောင်ခါ၊ ယင်းကဲ့သို့အမှုဆောင်ရွက်ချက်များနှင့်ပတ်သက်ပြီး တရားစီရင်ပိုင်ခွင့်အားကင်းလွတ်ခွင့်ရပိုင်ခွင့်ကို စွန့်လွှတ်သည်။ နှင့်

(၃) ငွေကြေးဆိုင်ရာ၊စီးပွားရေးရာ သို့မဟုတ် စက်မှုလုပ်ငန်းဆိုင်ရာဆောင်ရွက်ချက်များတွင်ရင်းနှီးမြှုပ်နှံထားသောသို့မဟုတ် ဘဏ်များတွင်ထားရှိသည့် ယင်း၏ပိုင်ဆိုင်မှုများနှင့်ပတ်သက်ပြီး၊ ဆန့်ကျင်ဆောင်ရွက်ခြင်း သို့မဟုတ် အာဏာတည်အောင် ဆောင်ရွက်ခြင်းများအပါအဝင် ကန့်သတ်မထားဘဲ၊ စီရင်ဆုံးဖြတ်ရာတွင် ယင်းကဲ့သို့အမှုဆောင်ရွက်ချက်ကို ဆုံးဖြတ်ချက် သို့မဟုတ် အနုညာတဆုံးဖြတ်ချက်ကို အာဏာတည်ခြင်း၊ ယင်းကဲ့သို့အမှုဆောင်ရွက်ခြင်းနှင့်ပတ်သက်ပြီး ဆင့်စာထုတ်ပြန် သို့မဟုတ် သက်သာခွင့်ပေးခြင်း၊ နှင့်ပတ်သက်ပြီး၊ ယေဘူယျအားဖြင့်သဘောတူသည်။

(ခ) အထက်ပါအပိုဒ်၁၄.၁(က)ရှိစွန့်လွှတ်သူသည်တားမြစ်သည့်နည်းဖြင့် အခြားစီရင်ဆုံးဖြတ်ခြင်း သို့မဟုတ် သီးခြားဆောင်ရွက်ရန်အမိန့် သို့မဟုတ် မည်သည့်ပစ္စည်းကိုမဆို သို့မဟုတ် အခြားယာယီ သို့မဟုတ် ကြားဖြတ်ကာကွယ်မှုများ နှင့် အများနှင့်သက်ဆိုင်သောအရေးယူမှု၏ရလဒ်အဖြစ် သို့မဟုတ်ဆောင်ရွက်ရာတွင်သက်ရောက်သည့်နည်းစဉ်အရဖြစ်သည့်ယင်း၏ပစ္စည်းများမည်သို့ဆိုစေပြန်လည်ရယူခြင်းအတွက်အငှားချထားသူအားစင်ကာပူတွင်ပေးထားသည့်သက်သာခွင့်ပါတိုးချဲ့ပါဝင်သည်။

၁၄.၂ ပြင်ဆင်ခြင်း

ဤသဘောတူညီချက်တွင် မပါဝင်သည့်အခြေအနေကြောင့် အခြေအနေတစ်ခုခုပေါ်ပေါက်ပြီး၊ ဤသဘောတူညီချက်ကိုပြင်ဆင်ရန်လိုအပ်သည့်အခါ၊ အဖွဲ့ဝင်များသည် နှစ်ဖက်လုံးလက်ခံနိုင်သော ဖြေရှင်းချက်ရရန် ဦးတည်ချက်ဖြင့် ညှိနှိုင်းရမည်။ ဤသဘောတူညီချက်ကို အဖွဲ့ဝင်များကြားစာဖြင့်သဘောတူချက်ပါမှသာ ပြင်ဆင်နိုင်သည်။

၁၄.၃ နို့တစ်စာများ

(က) ဤသဘောတူညီချက်တွင် တစ်နည်းအားဖြင့်ဖော်ပြထားသည်မှလွဲပြီး၊ နို့တစ်စာများ သို့မဟုတ် ဤသဘောတူညီချက်အရ ပေးပို့ သို့မဟုတ် ပြုလုပ်ရမည့်အခြား ဆက်သွယ် ချက်များ အားလုံးသည် စာဖြင့်ဖြစ်ရမည်။ အောက်တွင်ဖော်ပြထားသော သူများအားရည်ညွှန်းလိပ်စာ တပ်ရမည်။ လူကိုယ်တိုင်သော်လည်းကောင်း သို့မဟုတ် စာပို့စနစ်၊ မှတ်ပုံတင်စာ သို့မဟုတ် အသိအမှတ်ပြုပထမတန်းစာပို့ (အခြားနိုင်ငံသို့ပို့လျှင်၊ လေယာဉ်စာဖြင့်) သို့မဟုတ် ဖက်စ် ဖြင့်ပို့ခြင်း (မှတ်ပုံတင်စာ သို့မဟုတ် အသိအမှတ်ပြုပထမတန်းစာပို့ [(အခြားနိုင်ငံသို့ပို့လျှင်၊ လေယာဉ်စာဖြင့်) ဖြင့်ပို့လျှင်မိတ္တူတစ်စောင်နှင့် အတူ]တစ်ခုခုဖြင့်ပို့ရမည်။

(ခ) အဖွဲ့ဝင်များသို့ပေးပို့ရမည့်လိပ်စာများနှင့် သူတို့၏ဖက်စ်အမှတ်အသီးသီးသည်

(၁) အငှားချထားသူထံသို့ဖြစ်လျှင်

ရည်ညွှန်းချက်၊ [ ]

လိပ်စာ၊ [ ]

ဖက်စ် [ ]

(၂) စီမံကိန်းကုမ္ပဏီထံသို့ဖြစ်လျှင်

ရည်ညွှန်းချက်၊ [ ]

လိပ်စာ၊ [ ]

ဖက်စ် [ ]

(ဂ) အဖွဲ့ဝင်တစ်ဦးက အခြားအဖွဲ့ဝင်သို့ ပြုလုပ်သော နို့တစ် သို့မဟုတ် ဆက်သွယ်မှုသည် လူကိုယ်တိုင်သော်လည်းကောင်း သို့မဟုတ် ဆက်သားဖြင့်သော်လည်းကောင်းပေးပို့လျှင်၊ ထိုအဖွဲ့ဝင်၏လိပ်စာတွင်ထားခဲ့သည့်နေ့တွင်အခြားအဖွဲ့ဝင်ကလက်ခံရသည်ဟု မှတ်ယူရမည်။ သို့မဟုတ် မှတ်ပုံတင်စာ သို့မဟုတ် အသိအမှတ်ပြုပထမတန်းစာပို့စနစ်ဖြင့်ပို့လျှင် သက်ဆိုင်ရာစာတိုက်ဝန်ဆောင်မှုဖြင့်ပို့ပြီးကြောင်းအတည်ပြုသည့်နေ့တွင်လက်ခံရသည်၊ သို့မဟုတ် ဖက်စ်ဖြင့်ပို့လျှင် ယင်းနေ့တွင်ပင်လက်ခံရကြောင်း အတည်ပြုချက်ရသည့်အခါ

ဖြစ်သည်။ လက်ခံရသောနေ့သည်အလုပ်လုပ်သောနေ့ ရှိသာမန်အလုပ်လုပ်သော အချိန်ဖြစ်ပြီး၊ တနည်းအားဖြင့် နောက်နေ့အလုပ်လုပ်သောနေ့ဖြစ်သည်။

(ဃ) အဖွဲ့ဝင်တစ်ဦးသည် အခြားအဖွဲ့ဝင်အား ယင်း၏အမည်၊ သက်ဆိုင်ရာလိပ်စာ၊ လိပ်စာ သို့မဟုတ် ဖက်စ်အမှတ်ပြောင်းလဲခြင်းကို အသိပေးနိုင်သည်။ ချွင်းချက်အားဖြင့် ယင်းကဲ့သို့ အသိပေးခြင်း သည် အောက်ပါနေ့များတွင်သာအကျိုးသက်ရောက်ရမည်။

(၁) ပြောင်းလဲသည့်နေ့စွဲအတိုင်း အသိပေးအကြောင်းကြားစာတွင်ဖော်ပြထားသောနေ့၊ သို့မဟုတ်

(၂) နေ့စွဲကိုဖော်ပြမထားလျှင် သို့မဟုတ် ဖော်ပြထားသောနေ့သည် နို့တစ်ပေးပို့သည့်နေ့နောက်ပိုင်း အလုပ်လုပ်ရက် ငါး (၅) ရက်ထက်နည်းလျှင်။ ပြောင်းလဲကြောင်း နို့တစ်ပို့ပေးပြီးနောက်၊ ကျရောက်သောအလုပ်လုပ်ရက် ငါး (၅) ရက်၊

၁၄.၄ လွှမ်းမိုးသည့်ဥပဒေ

ဤသဘောတူညီချက်ကို ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံဥပဒေများနှင့်အညီ လွှမ်းမိုးတည်ဆောက်ရမည်။

၁၄.၅ သဘောတူညီချက်တစ်ခုလုံး

ပါဝင်သောအကြောင်းအရာများနှင့်ပတ်သက်ပြီး အဖွဲ့ဝင်များ၏သဘောတူညီချက် အပြည့်အစုံသည် ဤသဘောတူညီချက်နှင့်ပူးတွဲပါသောဇယားများတွင် ပါဝင်သည်။

၁၄.၆ မူရင်းခွဲများ

ဤသဘောတူညီချက်ကိုမူရင်း (၃) စောင်ပြုလုပ်သည်။ လက်မှတ်ထိုးထားသောမိတ္တူ အသီးသီးကိုဤသဘောတူညီချက်၏မူရင်းတစ်ခုအဖြစ်သတ်မှတ်ရမည်။ သို့သော် ယင်းမိတ္တူများအားလုံး ကို စုပေါင်းပြီး တစ်ခုနှင့်တူညီသောစာချုပ်စာတမ်းဖြစ်ရမည်။

၁၄.၇ လျှို့ဝှက်ထားရှိခြင်း

(က) အဖွဲ့ဝင်အသီးသီးသည် လက်ခံရသော သို့မဟုတ် ဤသဘောတူညီချက်ကို ချုပ်ဆိုခြင်း သို့မဟုတ် ဆောင်ရွက်ရာမှရလဒ်အဖြစ်ရလာသော သတင်းအချက်အလက်များအားလုံးကို

လျှို့ဝှက်ထားရှိရမည်။ ဤသဘောတူညီချက်နှင့်ပတ်သက်ပြီး၊ ညှိနှိုင်း၊ ပြဌာန်း သို့မဟုတ် ဆောင်ရွက်ခြင်းနှင့်ပတ်သက်သော သို့မဟုတ် အခြားအဖွဲ့ဝင်များ သို့မဟုတ် သူတို့၏လုပ်ငန်းအသီးသီး သို့မဟုတ် လုပ်ဆောင်ချက်များကို တင်းကျပ်စွာလျှို့ဝှက်ထားပြီး၊ ထုတ်ဖော်မပြောရ။

(ခ) အဖွဲ့ဝင်သည် အောက်ပါကိစ္စရပ်တို့တွင် လျှို့ဝှက်သတင်းအချက်အလက်ကို ဖွင့်ဟနိုင်သည်၊

(၁) အဖွဲ့ဝင်က ဖွင့်ဟပြောရန် ဥပဒေအရလိုခြင်း၊ ချွင်းချက်မှာ သက်ဆိုင်ရာအဖွဲ့ဝင်သည် ယင်းကဲ့သို့ဖွင့်ဟပြောခြင်းကိုနယ်နမိတ်နှင့်သဘာဝကိုကန့်သတ်ရန်ကျင့်သုံးနိုင်သော ဥပဒေနည်းလမ်းများအားလုံးကိုသုံးရမည်။

(၂) အပိုဒ် ၁၁ အရ အငြင်းပွားမှုကြောင့် ဖြေရှင်းရန် လိုအပ် သို့မဟုတ် ဆန္ဒရှိလျှင်၊

(၃) သက်ဆိုင်ရာအဖွဲ့ဝင် သို့မဟုတ် ယင်း၏မိတ်ဖက်များအားငွေချေးစာချုပ် သို့မဟုတ် စည်းမျဉ်းဥပဒေ သို့မဟုတ် အစိုးရကတောင်းဆိုလျှင်၊ ယင်းကဲ့သို့ထုတ်ဖော်ပြောခြင်းသည် အဖွဲ့ဝင်များကြားသဘောတူထားသည့် (ဖြစ်နိုင်သည့်အတိုင်းအတာအထိ) ပုံစံနှင့်သဘာဝဖြစ်ရမည်။

(၄) သက်ဆိုင်ရာအဖွဲ့ဝင်၏ကျွမ်းကျင်မှုဆိုင်ရာအကြံပေးများ သို့မဟုတ် စာရင်းစစ်များ၊ သို့မဟုတ် အမှန်တကယ် သို့မဟုတ် အလားအလာရှိသောငွေချေးပေးသူများအား သို့မဟုတ် အမှန်တကယ် သို့မဟုတ် အလားအလာရှိသောကန်ထရိုက်တာများ သို့မဟုတ် စီမံကိန်းသို့ကိရိယာပေးသွင်းသူများအား စီမံကိန်းရည်ရွယ်ချက်အတွက် ဖော်ထုတ်ပြောရန်လိုအပ်သည့်အတိုင်းအတာအထိ၊ ဖွင့်ဟပြောခြင်း၊

(၅) စီမံကိန်းကုမ္ပဏီက ACO နှင့် ACO ၏မိတ်ဖက်များအပါအဝင်၊ ယင်း၏အစုရှယ်ယာရှင်များအားဖွင့်ဟပြောခြင်း၊

(၆) ဖွင့်ဟပြောသောအဖွဲ့ဝင်၏ချို့ယွင်းမဟုတ်ဘဲ အများပြည်သူသိရှိလာသော သတင်းအချက်အလက်များ၊

(၇) ငွေချေးပေးသူများကတောင်းဆိုခြင်း၊

(၈) မြေရှိအကျိုးစီးပွားကို မှတ်ပုံတင်ရာတွင်လိုအပ်ခြင်း၊ သို့မဟုတ်

(၉) အခြားအဖွဲ့ဝင်က ယင်းကဲ့သို့ဖွင့်ဟခြင်းကို ကြိုတင်သဘောတူခြင်း၊

(ဂ) စာပိုဒ် (၄)၊ (၅) နှင့် (၆) အရ ဖွင့်ဟပြောရသည့်အခါ၊ ဖွင့်ဟပြောသည့်အဖွဲ့ဝင်သည် သတင်း ဖွင့်ဟပြောခံရသူသည် ယင်းကိုလျှို့ဝှက်ထားရှိမည့်အကြောင်းကိုသေချာစေရန်၊ သင့်တော်သောအားထုတ်မှုသုံးရမည်။

(ဃ) အထက်ပါအပိုဒ် ၁၄.၇ (က) ကို အောက်ပါတို့တွင် မသုံးရ၊

(၁) ဤသဘောတူညီချက်ကိုဖေါက်ဖျက်ခြင်းမဟုတ်ဘဲ၊ အများပြည်သူသိရှိသည့် သတင်းအချက်အလက်

(၂) လျှို့ဝှက်ထားရမည့်တာဝန်ကိုချိုးဖေါက်ခြင်းကြောင့်မဟုတ်ဘဲ၊လက်ခံရသော အဖွဲ့ဝင်၏လက်ဝယ်ရှိသောသတင်းအချက်အလက်များ

(၃) လျှို့ဝှက်ထားရမည့်တာဝန်ကိုချိုးဖေါက်ခြင်းကြောင့်မဟုတ်ဘဲ၊လက်ခံရသော တတိယအဖွဲ့ဝင်ထံမှရသည့်သတင်းအချက်အလက်များ

၁၄.၈ စွန့်လွှတ်သူများ

(က) ဤသဘောတူညီချက်ပါပြဋ္ဌာန်းချက်များကိုဆောင်ရွက်ရာတွင် အခြားအဖွဲ့ဝင်၏ချို့ယွင်းချက် သို့မဟုတ် ချို့ယွင်းချက်များကို အဖွဲ့ဝင် တစ်ဦးဦးက စွန့်လွှတ်မှုသည် တူသည်ဖြစ်စေ၊ ခြားနားသည်ဖြစ်စေ၊ အခြားစွန့်လွှတ်မှုအဖြစ် အဓိပ္ပါယ်မကောက်ယူရ၊ သက်ဆိုင်ရာ ကိုယ်စားလှယ်မှ လက်မှတ်မထိုးလျှင် အကျိုးသက်ရောက်မှုရှိမည်မဟုတ်၊

(ခ) တစ်ဖက်ဖက်က သဘောတူညီချက်ဆိုင်ရာကိစ္စတွင် မည်သည့်ပျက်ကွက်မှုမှ ဖေါက်ဖျက်မှုဆိုင်ရာ၊ စွန့်လွှတ်မှုဟု မမှတ်ယူရ၊ ဆက်လက်အကျိုးသက်ရောက်နေစေရမည်။

၁၄.၉ ခေါင်းစဉ်များ

ဤသဘောတူညီချက်ပါခေါင်းစဉ်တို့ကို အဆင်ပြေမှုအရသာ အသုံးပြုသည်၊ ယင်းတို့သည် စာချုပ်အစိတ်အပိုင်းနှင့်အဓိပ္ပါယ်ဖွင့်ဆိုမှုအပိုင်းနှင့် မသက်ဆိုင်စေရ။

၁၄.၁၀ တတိယအဖွဲ့ဝင်များ

ငွေချေးပေးသူတို့အားပေးထားသည့်လုပ်ပိုင်ခွင့်မှလွဲ၍ ဤသဘောတူညီချက်သည် အဖွဲ့ဝင်အသီးသီး၏အကျိုးအတွက် ပြုစုထားသည်။

၁၄.၁၁ ဆက်လက်အတည်ဖြစ်နေခြင်း

ဤသဘောတူညီချက်ကိုဖျက်သိမ်းခြင်း၊ သက်တမ်းကုန်ဆုံးခြင်းသည် အဖွဲ့ဝင်များအပေါ် သဘောတူညီချက်ဖျက်သိမ်းပြီးသည့်နောက်ပိုင်း အပိုဒ် ၉၊ ၁၃.၂၊ ၁၄.၁ နှင့် ၁၄.၇ အရ ဆက်လက်အတည်ဖြစ်နေရမည်။

၁၄.၁၂ တရားဝင်ဘာသာစကား

ဤသဘောတူညီချက်ကို အင်္ဂလိပ်ဘာသာ၊ မြန်မာဘာသာဖြင့်ပြုစုရမည်၊ အကယ်၍အဓိပ္ပါယ်ကွဲလွဲမှုရှိပါက အင်္ဂလိပ်ဘာသာဖြင့်စာချုပ်ကလွှမ်းမိုးရမည်။

၁၄.၁၃ ဆက်ခံသူများနှင့်တာဝန်ပေးခံရသူများ

ဤသဘောတူညီချက်သည် ဆက်ခံသူများနှင့်တာဝန်ပေးခံရသူများအပေါ် တရားဝင်အတည်ဖြစ်သည်။

၁၄.၁၄ သဘောတူအတည်ပြုချက်ကို မဆိုင်းငံ့ရ၊ မကြန့်ကြာစေရ၊

သီးခြားပြဋ္ဌာန်းချက်နှင့်ပတ်သက်ပြီး တနည်းအားဖြင့် ပြဋ္ဌာန်းမထားလျှင်၊ အဖွဲ့ဝင်တစ်ဦး၏လက်ခံကြောင်း၊သဘောတူချက်သို့မဟုတ်အတည်ပြုချက်လိုအပ်သည့်အခါတိုင်းယင်းလက်ခံကြောင်း၊ သဘောတူချက် သို့မဟုတ် အတည်ပြုချက်ကို မလိုအပ်ဘဲ ယင်းအဖွဲ့ဝင်က မဆိုင်းငံ့ရ သို့မဟုတ် မကြန့်ကြာစေရ။

၁၄.၁၅ သဘောတူညီချက်၏အစိတ်အပိုင်းဖြစ်ခြင်း

စီမံကိန်းနေရာမြေပုံ၊ မြေပိုင်ဆိုင်မှု၊ စာရွက်စာတမ်းများနှင့် တည်ရှိသည့်အဆောက်အဦးတည်နေရာများအပါအဝင် ဇယား (၁) တွင်ပူးတွဲပါသည့် စီမံကိန်းနေရာဖေါ်ပြချက်သည် ဤသဘောတူညီချက်၏အစိတ်အပိုင်းဖြစ်သည်။

အောက်ပါသက်သေများရှေ့တွင် အဖွဲ့ဝင်များသည်တရားဝင်ချိနှောင်ရန်ရည်ရွယ်ချက်ဖြင့် ဤသဘောတူညီချက်ကို အထက်ဖော်ပြပါ နှစ်၊ ရက်တွင် ယင်းတို့၏တရားဝင်ကိုယ်စားလှယ်များက လက်မှတ်ရေးထိုးကြသည်။

ဇယား (၁)

စီမံကိန်းနေရာပြမြေပုံ

ဇယား (၂)

လုပ်ပိုင်ခွင့်ပြုသည့်ဖော်ပြချက်

လက်မှတ်များ

အငှားချထားသူ

မန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့

ကိုယ်စားပြုသူ ....

အမည် ....

ရာထူး ....

စီမံကိန်းကုမ္ပဏီ

CONVALT ENERGY MYANMAR CO., LTD.

ကိုယ်စားပြုသူ ....

အမည် ....

ရာထူး ....

သက်သေ

လက်မှတ် ....

အမည် ....

ရာထူး ....

နေ့စွဲ။ ၂၀၁၆ ခုနှစ်   လ (   ) ရက်

မန္တလေးတိုင်းဒေသကြီးအစိုးရ

နှင့်

ကန့်သတ်စွမ်းအင်မြန်မာကုမ္ပဏီ တို့၏

မန္တလေးတိုင်းဒေသကြီး၊ မိတ္ထီလာခရိုင်၊ ဂမ်းတွင်းဒေသရှိ
ဧက ၈၅၀ မြေနေရာ

မြေငှားစာချုပ်

မာတိကာ

ဤမြေငှားစာချုပ်ကို ၂၀၁၆ ခုနှစ်၊ ဖေဖော်ဝါရီလ (၄) ရက်နေ့တွင် အောက်ပါတို့ကြားချုပ်ဆိုသည်။

(၁) မန္တလေးတိုင်းဒေသကြီးအစိုးရ၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံ (ယခုမှစ၍ ***ငှားရမ်းသူ*** ဟု ရည်ညွှန်းရန် နှင့် အဓိပ္ပါယ်ဖွင့်ဆိုရာတွင် ယင်း၏ဆက်ခံသူများ နှင့်ခွင့်ပြုတာဝန်ပေးထားသူ များပါဝင်သည်ဟုမှတ်ယူရမည်။) ကို ဤစာချုပ်အတွက် ကိုယ်စားပြုသူ၊ ဝန်ကြီးဦးကျော်မြင့်၊ လျှပ်စစ်စွမ်းအားနှင့်စက်မှုဝန်ကြီးဌာန၊ မန္တလေးတိုင်း၊ တစ်ဖက်နှင့်

(၂) ကန့်သတ်စွမ်းအင်မြန်မာကုမ္ပဏီလီမိတက်၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံ၏ဥပဒေများအရ တည်ထောင်ထားပြီး၊မှတ်ပုံတင်ရုံးကို အမှတ် ၂၅ (ဘီ)၊ ကမ္ဘောဇလမ်း၊ ဗဟန်းမြို့နယ်၊ ရန်ကုန်၊ မြန်မာ (ယခုမှစ၍ ***စီမံကိန်းကုမ္ပဏီ*** ဟုရည်ညွှန်းခေါ်ဆိုရန်နှင့် အဓိပ္ပါယ်ဖွင့်ဆိုရာတွင် တရားဝင်ကိုယ်စားလှယ်များ၊ ဆက်ခံသူများ နှင့်ခွင့်ပြုတာဝန်ပေးထားသူ များပါဝင်သည်ဟု မှတ်ယူရမည်။) ဤစာချုပ်အတွက် ကိုယ်စားပြုသူ၊ CEO. Mr. Hari Achuthan ကအခြား တစ်ဖက်။

(က) စီမံကိန်းကုမ္ပဏီသည် ACO Investment Group LLC (ACO) ကတည်ထောင်သည့် အထူးကိစ္စရပ်ကုမ္ပဏီဖြစ်ပြီး၊ CONVALT MANDALAY SOLAR PRIVATE LIMITED ပိုင်ဆိုင်ပြီး၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတွင်တည်ရှိသည့်နေရောင်ခြည်စွမ်းအင်သုံးလျှပ်စစ်ဓါတ်အား ထုတ်လုပ်သည့်စီမံကိန်း (solar photovoltaic project) (***စီမံကိန်း***) ကိုတည်ဆောက်၊ ဆောင်ရွက်ရန်ဖြစ်သည်။

(ခ) ငှားရမ်းသူနှင့် ACO တို့ကြားချုပ်ဆိုသည့် ၂၀၁၃ ခုနှစ် ဖေဖော်ဝါရီလ (၈) ရက်နေ့စွဲပါ နားလည်မှုစာချွန်အရ၊ငှားရမ်းသူသည်စီမံကိန်းတည်ဆောက်၊ဆောင်ရွက်ရန်အတွက်သင့်တော်သည့်မြေနေရာနှင့်အသုံးချခွင့်ပေးရန်တာဝန်ယူသည်။

(ဂ) ငှားရမ်းသူသည် မန္တလေးတိုင်းဒေသကြီး၊ မိတ္ထီလာခရိုင်၊ ဝမ်းတွင်းဒေသရှိ ၈၅၀ ဧက ရှိသော စီမံကိန်းနေရာကို စီမံကိန်းကုမ္ပဏီသို့ ငှားရမ်းရန်ဆန္ဒရှိပြီး၊ စီမံကိန်း ကုမ္ပဏီကအောက်ပါ စီမံကိန်းနေရာကို ဤသဘောတူညီချက်တွင်ဖော်ပြထားသည့် စည်းမျဉ်း၊ စည်းကမ်းများဖြင့် ငှားရမ်းသူထံမှ ငှားယူရန်ဆန္ဒရှိသည်။

ထို့ကြောင့် ယခုဖော်ပြသည့် မြေနေရာများနှင့် ယင်းမှရလာမည့်အပြန်အလှန်အကျိုးအမြတ်များကို လည်းကောင်း၊ ကိုယ်စားပြုခြင်းနှင့်အာမခံခြင်းကိုလည်းကောင်း၊ စည်းမျဉ်းများနှင့်ကတိကဝတ်များကို လည်းကောင်း တုန့်ပြန်သောအားဖြင့်၊ စာချုပ်အဖွဲ့ဝင်များသည် တရားဝင်ပေါင်းစည်းချီနှောင်ရန် ရည်ရွယ်ပြီး၊ အောက်ပါအတိုင်းသဘောတူသည်၊

၁။ **သတ်မှတ်ချက်များနှင့်အဓိပ္ပါယ်ဖွင့်ဆိုချက်**

၁.၁ **သတ်မှတ်ချက်များ**

ဤသဘောတူညီချက်တွင်အခြားနည်းအားဖြင့်သတ်မှတ်ထားခြင်း သို့မဟုတ် တစ်နည်းအားဖြင့်၊လျှပ်စစ်ဝယ်ယူသည့်သဘောတူညီချက် (PPA) (အောက်တွင်ဖော်ပြထားသည့်အတိုင်း) တွင်သတ်မှတ်ထားသည့်စကားရပ်များလိုအပ်ချက်များမှတစ်ပါး၊ ဤသဘောတူညီချက်တွင် သုံးသည့်အခါ အဓိပ္ပါယ်နှင့်ဆိုလိုချက်တူညီရမည်။ ဤသဘောတူညီချက်အတွက် အောက်ပါစကားရပ်များသည် သူတို့၏အဓိပ္ပါယ်များအတိုင်းဖြစ်သည်။

Access Easement ဝင်ရောက်ခွင့် ဆိုသည်မှာ အပိုဒ် ၃.၁ (က) တွင်ဖော်ပြထားသည့်အဓိပ္ပါယ်ဖြစ်သည်။

ACO ဆိုသည်မှာ ဤသဘောတူညီချက်၏ နိဒါန်း (က) တွင်ဖော်ပြထားသည့်အဓိပ္ပါယ် ဖြစ်သည်။

တွဲဖက်ကုမ္ပဏီ ဆိုသည်မှာ အဖွဲ့ဝင်တစ်ဦးနှင့်ပတ်သက်ပြီး ထိုအဖွဲ့ဝင်က ယခု သို့မဟုတ် နောင်တွင်တိုက်ရိုက်ဖြစ်စေ၊သွယ်ဝိုက်၍ဖြစ်စေ၊ ထိန်းချုပ်သည့်အဖွဲ့အစည်းကိုလည်းကောင်း၊ ထိုအဖွဲ့ဝင်က ယခုသို့မဟုတ် နောင်တွင်တိုက်ရိုက်ဖြစ်စေ၊သွယ်ဝိုက်၍ဖြစ်စေ၊ ထိန်းချုပ်သည့် အဖွဲ့အစည်း သို့မဟုတ် လူပုဂ္ဂိုလ်၊ကိုလည်းကောင်း သို့မဟုတ် ထိုအဖွဲ့ဝင်နှင့်အတူ ဘုံထိန်းချုပ်မှုအောက်ရှိ အဖွဲ့အစည်း နှင့် လက်ရှိ သို့မဟုတ် နောင်တွင်ဖြစ်လာမည့် ဦးပိုင် သို့မဟုတ် တွဲဖက်ကုမ္ပဏီကိုလည်းကောင်း၊ သို့မဟုတ် အဖွဲ့ဝင်တစ်ဦး၏ဦးပိုင်ကုမ္ပဏီ၏ တွဲဖက်ကုမ္ပဏီကိုလည်းကောင်း ထိုအဖွဲ့ဝင်၏တွဲဖက်ကုမ္ပဏီဟုမှတ်ယူရမည်။

သဘောတူညီချက် ဆိုသည်မှာ ဤသဘောတူညီချက်ကိုဆိုလိုသည်။ ယင်းတွင် ပူးတွဲပါဇယားများပါဝင်သည်။

သက်ဆိုင်သည့်ဥပဒေ ဆိုသည်မှာ စီမံကိန်း၊ စီမံကိန်းနေရာ သို့မဟုတ် ခွင့်ပြုသည့်နေရာများကို တည်ဆောက်၊ ဆောင်ရွက်၊ ပိုင်ဆိုင်မှုနှင့်ထိန်းသိမ်းရာတွင် ကျင့်သုံးသော ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်၏ဥပဒေများကိုဆိုလိုသည်။

အလုပ်လုပ်သောနေ့ ဆိုသည်မှာ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတွင် စနေ၊ တနင်္ဂနွေနေ့များမှလွဲပြီး၊ သာမန်လုပ်ငန်းများအတွက် ဘဏ်ဖွင့်သောနေ့ကိုဆိုလိုသည်။

ပြီးဆုံးသည့်နေ့ ဆိုသည်မှာ စီမံကိန်းကုမ္ပဏီကသဘောရိုးဖြင့်ဆုံးဖြတ်သည့်အတိုင်း၊ စီမံကိန်းကုမ္ပဏီက စီမံကိန်းနေရာနှင့်ပတ်သက်ပြီး၊မြေမျက်နှာသွင်ပြင် နှင့်ပထဝီအနေအထားနှင့်ဆက်နွယ်သောကနဦးလေ့လာမှုနှင့်စမ်းသပ်မှုပြီးဆုံးကြောင်း နှင့် စီမံကိန်းအားဘဏ်မှငွေချေးနိုင်မှုဖြစ်နိုင်စွမ်းလေ့လာချက်နှင့်ပတ်သက်ပြီး၊ စီမံကိန်းတည်ဆောက်ရေးအတွက် လုံလောက်သောငွေကြေးရရှိပြီးကြောင်း၊ကို ငှားရမ်းသူထံသို့ စာဖြင့်အကြောင်းကြားစာပို့သည့်အလုပ်လုပ်သောနေ့ကိုဆိုလိုသည်။

အငြင်းပွားမှု ဆိုသည်မှာ အပိုဒ် ၁၁ (က) တွင်ဖော်ပြထားသည့်အဓိပ္ပါယ်ဖြစ်သည်။

*ခွင့်ပြုသောဧရိယာ*ဆိုသည်မှာ ခွင့်ပြုချက်များပေးထားသည့်ဧရိယာကိုဆိုလိုသည်။

ခွင့်ပြုချက် ဆိုသည်မှာ ဝင်ရောက်ခွင့်၊ အသုံးချခွင့်၊ ရေပိုက်လိုင်းသွယ်တန်းခွင့် နှင့် ဤသဘောတူညီချက်၏အပိုဒ် ၃.၅အရ ပေးထားသည့်အခြားခွင့်ပြုချက်များအသီးသီးကိုဆိုလိုသည်။

အကျိုးသက်ရောက်သောနေ့ ဆိုသည်မှာ အဖွဲ့ဝင်များက ဤသဘောတူညီချက်ကို လက်မှတ်ထိုးသောနေ့ကိုဆိုလိုသည်။

ပတ်ဝန်းကျင်ဆိုင်ရာအခြေအနေ ဆိုသည်မှာ အောက်ပါတို့နှင့်ပတ်သက်ပြီး၊ စီမံကိန်းနေရာနှင့်ခွင့်ပြုထားသည့်ဧရိယာများရှိ အခြေအနေကိုဆိုလိုသည်။

(က) စီမံကိန်းနေရာ သို့မဟုတ် ခွင့်ပြုဧရိယာအားလုံး သို့မဟုတ် အစိတ်အပိုင်းတစ်ခုခုတွင်၊ ယင်းနေရာသို့ဖြစ်စေ၊ ယင်းနေရာမှဖြစ်စေ၊ ယင်းနေရာတွင်ဖြစ်စေ၊ ယင်းနေရာအောက်တွင်ဖြစ်စေ၊ သို့မဟုတ် ယင်းနေရာအတွင်းတွင်ဖြစ်စေ အန္တရာယ်ရှိသည့်ပစ္စည်းများတည်ရှိခြင်း၊ ဝင်ရောက်လာခြင်း၊ ပြောင်းရွှေ့ခြင်း၊ ထုတ်လွှတ်ခြင်း၊ ပျော်ဝင်ခြင်း သို့မဟုတ် စွန့်ထုတ်ခြင်း တစ်ခုခု၊

(ခ) လက်ရှိ သို့မဟုတ် နောက်တွင်ရှိလာမည့် ပတ်ဝန်းကျင်ဆိုင်ရာဥပဒေများကို ချိုးဖောက်သည့်၊ သို့မဟုတ် တစ်ဦးဦးကချိုးဖောက်သည်ဟုစွပ်စွဲခံရသည့်အနေအထား၊ ဖြစ်ရပ် သို့မဟုတ် အခြေအနေတစ်ခုခု၊

(ဂ) စီမံကိန်းနေရာ သို့မဟုတ် ခွင့်ပြုဧရိယာပေါ် သို့မဟုတ် အောက်တွင် ရှေးဟောင်းပစ္စည်းများ သို့မဟုတ် အခြားသမိုင်းဝင်အသုံးအဆောင်ပစ္စည်းများတည်ရှိမှု၊

(င) စီမံကိန်းနေရာ သို့မဟုတ် ခွင့်ပြုဧရိယာပေါ် သို့မဟုတ် အောက်တွင် မပေါက်ကွဲသေးသည့်ခဲယမ်းမီးကျောက်များတည်ရှိမှု၊

ပတ်ဝန်းကျင်ဆိုင်ရာဥပဒေ ဆိုသည်မှာ ၂၀၁၂ ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဥပဒေအပါအဝင် ကန့်သတ်မထားသည့် ညစ်ညမ်းမှု၊ အန္တရာယ်ရှိပစ္စည်းများ၊ သို့မဟုတ် လူသားများကျန်းမာရေး သို့မဟုတ် ပတ်ဝန်းကျင်ကို ကာကွယ်ရေးတို့နှင့်သက်ဆိုင်သည့် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံ၏ဥပဒေများကိုဆိုလိုသည်။

ဖေါက်ဖျက်၊ ပျက်ကွက်မှုကိစ္စရပ် ဆိုသည်မှာ အပိုဒ် ၁၂ ရှိဖေါက်ဖျက်၊ ပျက်ကွက်မှုပါဝင်သည့် ဖြစ်ရပ် သို့မဟုတ် အခြေအနေကိုဆိုလိုသည်။

အန္တရာယ်ရှိသောပစ္စည်း ဆိုသည်မှာ (ပတ်ဝန်းကျင်ဆိုင်ရာဥပဒေတွင်ဖေါ်ပြထားသည့်အတိုင်း သတ်မှတ် သို့မဟုတ် ဖေါ်ပြထားသည့်ပစ္စည်းတစ်ခုခုအပါအဝင်) အန္တရာယ်ရှိသော၊ အဆိပ်ဖြစ်စေ သည့် သို့မဟုတ် ညစ်ညမ်းစေသောအစိုင်အခဲ၊ ပစ္စည်း သို့မဟုတ် စွန့်ပစ်ပစ္စည်းကို ဆိုလိုသည်။

ငှားရမ်းကာလ ဆိုသည်မှာ အပိုဒ် ၆.၁ တွင်ဖေါ်ပြထားသည့်အဓိပ္ပါယ်ရှိသည်။

ချေးငှားသူများ ဆိုသည်မှာ စီမံကိန်းရည်ရွယ်ချက်အတွက် သို့မဟုတ် စီမံကိန်းကုမ္ပဏီသို့ အကြွေးပေးသည့်ဘဏ်၊ ငွေကြေးအဖွဲ့အစည်း သို့မဟုတ် အခြားငွေချေးသူများကိုဆိုလိုသည်။

နားလည်မှုစာချွန် (MOU) ဆိုသည်မှာဤသဘောတူညီချက်၏နိဒါန်း (ခ) တွင်ဖေါ်ပြထားသည့် အဓိပ္ပါယ်ရှိသည်။

အဖွဲ့ဝင် ဆိုသည်မှာ ဤသဘောတူညီချက်ပါအဖွဲ့ဝင်ကိုဆိုလိုသည်။ အဖွဲ့ဝင်များဆိုသည်မှာ ယင်းတို့ကိုစုပေါင်းပြီး ဆိုလိုသည်။

လျှပ်စစ်ဝယ်ယူသည့်သဘောတူညီချက် (PPA) ဆိုသည်မှာ ဤသဘောတူညီချက်ပါနေ့ သို့မဟုတ် ယင်းနေ့လောက်တွင် ချုပ်ဆိုသည့်စီမံကိန်းကုမ္ပဏီနှင့်မြန်မာ့လျှပ်စစ်စွမ်းအား ဝန်ကြီးဌာနကြား လျှပ်စစ်ဝယ်ယူသည့်သဘောတူညီချက် ကိုဆိုလိုသည်။

စီမံကိန်း ဆိုသည်မှာ ဤသဘောတူညီချက်၏နိဒါန်း (က) တွင်ဖော်ပြထားသည့် အဓိပ္ပါယ်ရှိသည်။

စီမံကိန်းနေရာ ဆိုသည်မှာ ဇယား ၁ တွင် စီမံကိန်းနေရာအဖြစ်သတ်မှတ်ထားသည့်အတိုင်း၊ ဖော်ပြထားသည့်မြေပုံအညွှန်းနေရာကိုဆိုလိုသည်။

အသုံးချခွင့်ပြုချက် ဆိုသည်မှာ အပိုဒ် ၃.၂ တွင်ဖော်ပြထားသည့်အဓိပ္ပါယ်ဖြစ်သည်။

ရေပိုက်လိုင်းဆက်သွယ်ခွင့် ဆိုသည်မှာ အပိုဒ် ၃.၃ တွင်ဖော်ပြထားသည့်အဓိပ္ပါယ်ဖြစ်သည်။

အမေရိကန်ဒေါ်လာ သို့မဟုတ် US$ ဆိုသည်မှာ အမေရိကန်ပြည်ထောင်စု၏လက်ရှိတရားဝင်ငွေကြေးကိုဆိုလိုသည်။

၁.၂ အဓိပ္ပါယ်ဖွင့်ဆိုချက်

ဤသဘောတူညီချက်တွင်

(၁) အပိုဒ်နှင့်ဇယားများသည် အခြားနည်းအားဖြင့်ဖော်ပြရန်မလိုအပ်လျှင် ဤသဘောတူညီချက်ရှိ အပိုဒ်များ နှင့်ဇယားများကိုရည်ညွှန်းသည်။

(၂) ကြရှုည်ခံ၊ မြင်ရသောပုံစံဖြင့်၊ လက်နိပ်စက်ရိုက်ခြင်း၊ ပုံနိပ်ခြင်း၊ ကျောက်ပုံနိပ်ခြင်း၊ ဓါတ်ပုံရိုက်ခြင်းနှင့် အခြားတစ်ခုခုနှင့် ကိုယ်စားပြု သို့မဟုတ် ပြန်လည်ထုတ်လုပ်သည့် စကားလုံးများ၊ ပုံများ သို့မဟုတ် သင်္ကေတများ။

(၃) တာဝန်များဆောင်ရွက်ခြင်းအတွက် သီးခြားဖော်ပြသည့်အချိန်သည် ထိုတာဝန်ကို ဆောင်ရွက်သည့်နေရာရှိ ထိုအချိန်ကို ရည်ညွှန်းချက်ဖြစ်သည်။

(၄) ဤသဘောတူညီချက်ပါအဖွဲ့ဝင်တစ်ဦးတွင်ထိုအဖွဲ့ဝင်၏ဆက်ခံသူများနှင့်ခွင့်ပြုသည့် တာဝန်ပေးထားသူများပါဝင်သည်။

(၅) ဤသဘောတူညီချက်တွင်ပါဝင်သောစာချုပ်စာတမ်း သို့မဟုတ် သဘောတူညီချက်သည် အခါအားလျော်စွာ အစားထိုး၊ ပြင်ဆင်၊ ထပ်ဆောင်း သို့မဟုတ် ပြန်လည်ထဲ့သွင်းသည့်အတိုင်း ထိုစာချုပ်စာတမ်း သို့မဟုတ် သဘောတူညီချက်အား ရည်ညွှန်းချက်ပါဝင်သည်။

၂။ အသုံးချသူလုပ်ပိုင်ခွင့် ငှားရမ်းခြင်းနှင့်ပေးအပ်ခြင်း

၂.၁ စီမံကိန်းနေရာငှားရမ်းခြင်း

ငှားရမ်းသူသည်တရားဝင်နှင့်အကျိုးအမြတ်ရသည့်ပိုင်ရှင်အနေဖြင့်စီမံကိန်းကုမ္ပဏီအား အငှားချထားရာ၊ စီမံကိန်းကုမ္ပဏီက ငှားရမ်းသူထံမှ စီမံကိန်းနေရာကို ဤသဘောတူညီချက်တွင်ဖေါ်ပြထားသည့်စည်းမျဉ်းစည်းကမ်းများအားလုံးနှင့်အညီ ငှားရမ်းကာလအတွက် ငှားရမ်းရယူသည်။

၂.၂ လိုင်စင်

ဤသဘောတူညီချက်အရပေးအပ်သည့်ငှားရမ်းခြင်းကိုမထိခိုက်စေဘဲ၊ အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီအားအကျိုးသက်ရောက်သည့်နေ့မှစပြီး၊ နောက်ပိုင်း၊ ပြီးဆုံးသည့်နေ့အပါအဝင် စီမံကိန်းနေရာနှင့် ခွင့်ပြုသည့်ရည်ယာများကို ဤသဘောတူညီချက်တွင်ဖေါ်ပြထားသည့် ရည် ရွယ်ချက်အတွက် အမြဲတမ်းဝင်ရောက်အသုံးပြုခွင့်လိုင်စင်ကို ပေးသည်။

၃။ ငှားရမ်းကာလခွင့်ပြုချက်များ

၃.၁ ဝင်ရောက်ခွင့်

(က) အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီအား စီမံကိန်းကုမ္ပဏီကလိုအပ်သည့်အငှားချထားသူ၏ မြေအစိတ်အပိုင်းတစ်ခုလုံးတွင် စီမံကိန်းနေရာသို့ ဇယား ၂ (ဝင်ရောက်ခွင့်ပြုချက်) တွင်သေးစိတ်ဖေါ်ပြထားသည့်နေရာများသို့အပါအဝင်ကန့်သတ်မထားဘဲ၊လူနှင့်ယာဉ်များဝင်ထွက်သွားလာရန်အတွက် ပြန်လည်မရုတ်သိမ်းနိုင်သောခွင့်ပြုချက်ကို ပေးအပ်သည်။

(ခ) စီမံကိန်းကုမ္ပဏီသည် လမ်းခင်းခြင်း၊ အဆင့်မြှင့်ခြင်း၊ ဝင်ပေါက်ဂိတ်များ၊ မြေအောက် မြောင်းများ၊ ရေထုတ်မြောင်းများနှင့်အခြားပတ်သက်သည့်အထောက်အကူဖြစ်သည့်ကိစ္စရပ်များအပါအဝင်

(ကန့်သတ်မထားဘဲ၊) ဝင်ရောက်ခွင့်အတွက်လိုအပ်သော သို့မဟုတ် လုပ်ချင်သော မည်သည့်တိုး တက်ပြောင်းလဲမှုကိုမဆို ယင်း၏စရိတ်ဖြင့် ပြုလုပ်ခွင့်ရှိရမည်။

(ဂ) စီမံကိန်းကုမ္ပဏီသည် စီမံကိန်းတည်နေရာကိုမှတ်သားရန်ဝင်ရောက်ခွင့်ပြုသည့်နေရာအတွင်း လမ်းညွှန်အမှတ်အသား တစ်ခု သို့မဟုတ် ယင်းထက်ပိုပြီး ယင်း၏စရိတ်ဖြင့် တပ်ဆင်ထိန်းသိမ်းခွင့် ရှိရမည်။

၃.၂ အသုံးပြုခွင့်များ

အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီအား အငှားချထားသူ၏မြေနေရာအားလုံးတွင်၊ အပေါ် နှင့်ဖြတ်ပြီး၊ ရေ၊ အညစ်အကြေးစွန့်ပစ်ခြင်း၊ လျှပ်စစ်၊ သို့မဟုတ် ဆက်သွယ်ရေးကိရိယာများ ကို စီမံကိန်းကုမ္ပဏီ (သို့မဟုတ် ယင်းကခန့်အပ်သည့်ကန်ထရိုက်တာ) က ဒီဇိုင်းရေးဆွဲ၊ တည်ဆောက်၊လုပ်ကိုင်ပြီး၊ထိန်းသိမ်းခြင်း၊ပြင်ဆင်ခြင်း၊အစားထိုးခြင်း၊ပိုင်ဆိုင်ခြင်းနှင့် လုပ်ကိုင် ခြင်းများအပါအဝင်အသုံးပြုရသည့်အပေါ် ထပ်အဆောက်အအုံအားလုံးကိုတပ်ဆင်ခြင်း၊ဆောင် ရွက်ခြင်း၊ထိန်းသိမ်းခြင်း၊ပြင်ဆင်ခြင်းနှင့်အစားထိုးခြင်းများအတွက်ပြန်လည်ရုတ်သိမ်းမရသော လုပ်ကိုင်ခွင့်ကိုပေးသည်။ ဇယား ၂ (*အသုံးပြုခွင့်များ*) တွင်ပိုမိုအသေးစိတ်ဖော်ပြထားသည့် နေရာများအပါအဝင် ကန့်သတ်မထားဘဲ၊ တည်နေရာနှင့်မြေပုံအညွှန်းများကို စီမံကိန်း ကုမ္ပဏီက အငှားချထားသူအား လုပ်ငန်းမစမီ ကြိုတင်အသိပေးအကြောင်းကြားရမည်။

၃.၃ ရေပိုက်လိုင်းသွယ်တန်းခွင့်

အငှားချထားသူသည်စီမံကိန်းကုမ္ပဏီအားအငှားချထားသူ၏မြေနေရာနှင့်စီမံကိန်း နေရာအား လုံး တွင်၊ အပေါ် နှင့်ဖြတ်ပြီး၊ ရေတွင်းများ၊ ရေစုတ်စက်များ၊ သိုလှောင်ကန်များ၊ ရေပန်းများ၊ ဆေးကြောသည့်ကိရိယာများ၊ သို့မဟုတ် စွန့်ထုတ်မြောင်းများ၊ နေရာမှရေစုတ်တင်ခြင်း၊ ရေပိုက်ဖြင့်ပေးပို့ခြင်းများကို တပ်ဆင်ခြင်း၊ တူးဖော်ခြင်း၊ တည်ဆောက်ခြင်း၊ ထိန်းသိမ်းခြင်း၊ ပြင်ဆင်ခြင်း၊ အစားထိုးခြင်း၊ပိုင်ဆိုင်ခြင်းနှင့် လုပ်ကိုင်ခြင်းများနှင့်ယင်းအတွက် ပြန်လည်ရုတ် သိမ်းမရသောလုပ်ကိုင်ခွင့်ကိုပေးသည်။လုပ်ကိုင်ခွင့်ကိုပေးသည်။ ဇယား ၂ (*ရေပိုက်သွယ် တန်းခွင့်များ*) တွင်ပိုမိုအသေးစိတ်ဖော်ပြထားသည့် နေရာများအပါအဝင် ကန့်သတ်မထားဘဲ၊

တည်နေရာနှင့်မြေပုံအညွှန်းများကို စီမံကိန်း ကုမ္ပဏီက အငှားချထားသူအား လုပ်ငန်းမစမီ ကြိုတင်အသိပေးအကြောင်းကြားရမည်။

၃.၄ အထွေထွေပြဌာန်းချက်များ

(က) စီမံကိန်းကုမ္ပဏီသည်ခွင့်ပြုသောဧရိယာများတွင် စီမံကိန်းအတွက်အုတ်မြစ်ချခြင်း၊အခြေခံတည်ဆောက်ခြင်း၊မြေဖို့သိပ်သည်းခြင်းသို့မဟုတ်အခြေခံပစ္စည်းများနှင့်မြေအောက်ပိုက်လိုင်းများ သို့မဟုတ် ကေဘယ်ကြိုးများစသည့်မြေအောက်ထောက်ပံ့ပိုးသည့်အပိုင်းများ နှင့်အစိတ် အပိုင်းများကို တပ်ဆင် သို့မဟုတ် တည်ဆောက်ခွင့်ရှိရမည်။

(ခ) အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီကရည်ရွယ်သည့်ကိစ္စအတွက် အသုံးပြုခွင့်ကို အသုံးချရာတွင်အနှောက်အယှက်ဖြစ်နိုင်သည်ဟုမျှော်လင့်ရသောမည်သည့်မြေအောက် တည်ဆောက်မှုများကိုမဆိုမပြုလုပ်ကြောင်းနှင့်မသိနားမလည်ကြောင်းကို အာမခံ၊ကိုယ်စားပြုသည်။

(ဂ) စီမံကိန်းနေရာနှင့်မည်သည့်အသုံးချခွင့်ရဧရိယာများမဆို စီမံကိန်းကုမ္ပဏီက စီမံကိန်းနေရာ သို့မဟုတ် အသုံးချခွင့်ရဧရိယာများကို သူတို့ရည်ရွယ်သည့်လုပ်ငန်းအတွက် အသုံးပြုမရနိုင်ကြောင်း အန္တရာယ်ရှိပစ္စည်းများ သို့မဟုတ် မပေါက်ကွဲသေးသည့်ခဲယမ်းမီးကျောက်များတည်ရှိကြောင်းအပါအဝင်၊ မည်သည့်အကြောင်းပြချက်ဖြင့်မဆို ဆုံးဖြတ်လျှင်၊ စီမံကိန်းကုမ္ပဏီသည် အငှားချထားသူအားကြိုတင်အကြောင်းရမည့်စည်းကမ်းအရ၊ (ယင်းကဲ့သို့အတည်ပြုချက်ကို မလိုအပ်ဘဲ ထိန်းထားခြင်း သို့မဟုတ် ငြင်းပယ်ခြင်းများမပြုလုပ်ရ၊) စီမံကိန်းကုမ္ပဏီကဆုံးဖြတ်ထားသော နေရာသို့ ပြန်လည်နေရာချထားခွင့်ရှိရမည်။

(ဃ) အသုံးချလုပ်ပိုင်ခွင့်များသည် ဤသဘောတူညီချက်ကာလတလျှောက် ဆက်လက်တရားဝင်အကျိုးသက်ရောက်မည်။

(င) စီမံကိန်းကုမ္ပဏီသည်အငှားချထားသူအားကြိုတင်အကြောင်းရမည့်စည်းကမ်းချက်နှင့်အညီ၊ အသုံးချခွင့်ရသည့်ဧရိယာများကို ခြံစည်းရိုးခတ်ခွင့်ရှိရမည်။ ယင်းကဲ့သို့အတည်ပြုချက်ကို မလိုအပ်ဘဲ ထိန်းထားခြင်း သို့မဟုတ် ကြန့်ကြာခြင်းများမပြုလုပ်ရ၊

(စ) အငှားချထားသူသည် စီမံကိန်းနေရာ သို့မဟုတ် အသုံးချခွင့်ရသည့်ပစ္စည်းများအပေါ် အငှားချထားသူ၏ပိုင်ဆိုင်မှုအခွင့်အရေးများနှင့်ပတ်သက်ပြီး မည်သည့်တတိယအဖွဲ့ဝင်ကဆို

စီမံကိန်းကုမ္ပဏီကို ဆန့်ကျင်အရေးဆိုခြင်းများအား နစ်နာကြေးပေးပြီး၊ မထိခိုက်အောင်ထားရှိမည်။ ယင်းတောင်းဆိုမှုများကိုဆန့်ကျင်ပြီး စီမံကိန်းကုမ္ပဏီနှင့် အသုံးချခွင့်ရသည့်ပစ္စည်းများ အပေါ် ခုခံကာကွယ်မည်။

(ဆ) အငှားချထားသူသည် စီမံကိန်းအတွက် စီမံကိန်းနေရာအသုံးပြုရန် အစိုးရအာဏာပိုင်အဖွဲ့ထံမှလိုအပ်သောအခြားခွင့်ပြုချက်ရယူခြင်းလျှောက်ထားရာတွင် လိုအပ်သော အကူအညီများအားလုံးကို စီမံကိန်းကုမ္ပဏီအားပေးမည်၊အရေးယူဆောင် ရွက်မှုမြန်ဆန်စေရန် သင့်တော်သည့်အားထုတ်မှုအားလုံးကိုအသုံးပြုမည်။

၃.၅ နောက်ဆက်တွဲအသုံးချပိုင်ခွင့်များ

မြေနေရာရရှိမှုအရ၊စီမံကိန်းကုမ္ပဏီနှင့်အငှားချထားသူတို့အပြန်အလှန်သဘောတူဆုံးဖြတ်ထားသည့်ယင်းနေရာများတွင်မုန်တိုင်းကြောင့်ရသည့်ရေများကိုထုတ်ရန်ခွင့်ပြုချက်အပါအဝင်ကန့်သတ်မထားဘဲ၊အငှားချထားသူသည်စီမံကိန်းကုမ္ပဏီအားအငှားချထားသူ၏အခြား နေရာ၊နှင့် ယင်းအပေါ် ယင်းကဲ့သို့ နောက်ဆက်တွဲအသုံးချပိုင်ခွင့်များကို စာချုပ်ထားသည့်ပမာဏထက်ကျော်လွန်ပြီး၊ စီမံကိန်းကိုတိုးချဲ့မှုများကိုတည်ဆောက်၊လုပ်ကိုင်၊ ထိန်းသိမ်းရန်၊ စီမံကိန်းကုမ္ပဏီအတွက် သင့်တော်သလို၊ လိုအပ်သည့်အတိုင်းပေးရမည်။

၃.၆ နောက်ထပ်အာမခံခြင်း

အဖွဲ့ဝင်များသည် ယင်းစာချုပ်များနှင့်အခြားစာချုပ်စာတမ်းများ အားလုံးကို ချက်ခြင်းချုပ်ဆိုရမည်။ တနည်းအားဖြင့် ယင်းကိစ္စများကို ခွင့်ပြုချက်များပေးခြင်းနှင့် ပြင်ဆင်ချက်များကို အကျိုးသက်ရောက်ရန်အတွက် သင့်တော်သလို၊ လိုအပ်သည့်အတိုင်း လုပ်ရမည်။

၃.၇ ပုဂ္ဂလိကပိုင်နေရာအပေါ် လုပ်ပိုင်ခွင့်ပြုချက်များ

အငှားချထားသူသည် ဤသဘောတူညီချက်အရပေးသည့်လုပ်ပိုင်ခွင့်ပြုချက်များအားလုံးသည်အငှားချထားသူပိုင်သောမြေပေါ်ဖြစ်ကြောင်းကို အတည်ပြုသည်။ ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံရှိပုဂ္ဂလိကပိုင်သောမြေအပေါ် စီမံကိန်းကုမ္ပဏီကလိုအပ်သည့်လုပ်ကိုင်ခွင့်ပြုချက် အတိုင်းအတာအထိ၊ စီမံကိန်းကုမ္ပဏီသည်ယင်းကဲ့သို့နောက်ဆက်တွဲလုပ်ပိုင်ခွင့်ပြုချက်များ အတွက်သင့်တော်သောလျော်ကြေးကို သက်ဆိုင်ရာမြေပိုင်ရှင်များအားပေးရမည်။

၄။ အသုံးပြုခြင်း

၄.၁ ခွင့်ပြုထားသည့်အသုံးပြုခြင်း၊

စီမံကိန်းကုမ္ပဏီသည်စီမံကိန်းကိုတည်ဆောက်ခြင်း၊ပိုင်ဆိုင်ခြင်း၊လုပ်ငန်းဆောင်ရွက်ခြင်း၊လုပ်ငန်းအပ်နှံကြောင်းဆောင်ရွက်ခြင်း၊ စမ်းသပ်ခြင်း၊ စစ်ဆေးခြင်းနှင့်ထိန်းသိမ်းများ၊ လေ့လာမှုဆောင်ရွက်ခြင်းနှင့် စီမံကိန်းနေရာနှင့်သက်ဆိုင်သည့်မြေမျက်နှာသွင်ပြင် နှင့်ပထဝီအနေအထားနှင့်ပတ်သက်ပြီး၊စမ်းသပ်ခြင်းနှင့်စီမံကိန်းကိုတည်ဆောက်၊ဆောင်ရွက်ခြင်းကို မနှောင့်နှေးစေရန်အတွက်အပါအဝင် (ကန့်သတ်ချက်မရှိ) သင့်တော်သလို အဆွယ်အပွားလိုအပ်သည့်ယင်းကဲ့သို့ အခြားကိစ္စများအတွက်သာ အသုံးပြုရမည်။

၄.၂ ကျင့်သုံးသောဥပဒေများ

စီမံကိန်းနေရာအသုံးပြုခြင်းသည် ကျင့်သုံးသောဥပဒေများနှင့်အညီဖြစ်ရမည်။

၄.၃ တည်ရှိနေသည့်အဆောက်အဦးများကိုဖယ်ရှားခြင်း

ဤသဘောတူညီချက်တွင်မည်သို့ပင်ဆန့်ကျင်ပါဝင်လင့်ကစား၊ ဤသဘောတူညီချက်ချုပ်သည့်နေ့မှလည်းကောင်း၊နောက်ပိုင်းမှာလည်းကောင်းစီမံကိန်းကုမ္ပဏီနှင့်ယင်း၏အေးဂျင့်များ၊လိုင်စင်ရရှိသူများသည် စီမံကိန်းရည်ရွယ်ချက်အတွက် စီမံကိန်းနေရာမှ (စိုက်ခင်းများအပါအဝင်) ပစ္စည်းများအားလုံးကိုရှင်းလင်းရန် စီမံကိန်းနေရာ သို့မဟုတ် လုပ်ပိုင်ခွင့်ရသောနေရာများရှိမြေပေါ်အဆောက်အဦးများအားလုံးနှင့်တစ်ခုခုကို ဖြိုချ၊ ဖယ်ရှားခွင့်ရှိရမည်။ စီမံကိန်းကုမ္ပဏီနှင့်ယင်း၏အေးဂျင့်များ၊လိုင်စင်ရရှိသူများကဖြိုချ၊ဖယ်ရှားပြီးနောက်၊ ယင်းကဲ့သို့ တည်ဆောက်မှုများသို့မဟုတ် ပစ္စည်းများကို ပြင်ဆင်၊ ပြန်လည်ထိန်းသိမ်း သို့မဟုတ် အစားထိုးရန်မည်သို့ဆိုစေ၊ မည်သည့်အခြေအနေမှာမဆို စီမံကိန်းကုမ္ပဏီတွင် မည်သည့်တာဝန်မျှမရှိစေရ။

၄.၄ နောင်ဖြစ်လာမည့်တည်ဆောက်မှုများကိုဖယ်ရှားခြင်း

စီမံကိန်းကုမ္ပဏီသည် တာဘိုင်များနှင့် တည်ဆောက်မှုများ သို့မဟုတ် အပေါ်ထပ်အဆောက်အအုံ၊အပါအဝင် နေရောင်ခြည်သုံးလျှပ်စစ်အားထုတ်လုပ်သည့်မှန်ကူကွက်များ၊ စွမ်းအင်စနစ်များကို တပ်ဆင်ထားသည်များ သို့မဟုတ် တွဲဖက်ပစ္စည်းများဟုတ်သည်ဖြစ်စေ၊ မဟုတ်သည်

ဖြစ်စေ၊ငှားရမ်းသက်တမ်းကုန်ဆုံးသည့်အခါဖယ်ရှားခွင့်ရှိရမည်။ချွင်းချက်အားဖြင့်အငှားချထားသူသည် ဂယ်လိုသူ၊ရောင်းလိုသူအခြေခံကာ၊ အဖွဲ့ဂင်များကြားအပြန်အလှန်သဘောတူသည့်အဖိုးစားနားဖြင့် ယင်းတို့ကို ဂယ်ယူနိုင်သည်။

၄.၅ လုပ်ပိုင်ခွင့်ခွဲဝေပေးခြင်း

ဤသဘောတူညီချက်တွင်မည်သို့ပင်ဆန့်ကျင်ပါဂင်လင့်ကစား၊စီမံကိန်းကုမ္ပဏီသည် ယင်း၏ တဦးတည်းဆုံးဖြတ်ချက်ဖြင့် ယင်း၏အခွင့်အရေး သို့မဟုတ် တာဂန်များကို အေးဂျင့်၊ လိုင်စင်ရယူသူ သို့မဟုတ် ကန်ထရိုက်တာ အပါအဂင် (ကန့်သတ်မထားဘဲ) တတိယအဖွဲ့ဂင်သို့ လုပ်ပိုင်ခွင့်ခွဲဝေပေးနိုင်သည်။ အငှားချထားသူသည် ယင်းသို့ခွဲဝေဆောင်ရွက်ခြင်းအတွက် အလားအလာသိရှိပြီး၊ သဘောတူသည်။

၄.၆ စီမံကိန်းနေရာသို့ပြန်လည်ဂင်ရောက်ခွင့်

စီမံကိန်းကုမ္ပဏီသည် ဤသဘောတူညီချက်ပါစည်းမျဉ်းစည်းကမ်းများကို လုပ်ကိုင်ရန် သို့မဟုတ် လိုက်နာရန် ပျက်ကွက်ခဲ့လျှင်၊ အငှားချထားသူထံမှ ယင်းပျက်ကွက်အကြောင်းစာဖြင့် အကြောင်းကြားစာပို့ပြီးနောက် ရက်ပေါင်း ၁၈ဂ (တစ်ရာ့ရှစ်ဆယ်ရက်) အတွင်း ယင်းကဲ့သို့ မဆောင်ရွက်နိုင်ခြင်း သို့မဟုတ် မလိုက်နာခြင်းကို ပြုပြင်ရန်ပျက်ကွက်ခဲ့လျှင်၊ အငှားချထားသူသည် စီမံကိန်းနေရာကို ပြန်လည်ဂင်ရောက်၊ သိမ်းယူပိုင်ခွင့်ရှိရမည်။ ထို့နောက် ငှားရမ်းခြင်းကို ဆုံးဖြတ်ရပ်စဲရမည်။ ချွင်းချက်အားဖြင့် ယင်းကဲ့သို့ပြန်လည်ဂင်ရောက်ခြင်းသည် ငှားရမ်းခ သို့မဟုတ် ပျက်စီးမှုအတွက် လျော်ကြေး၊ တနည်းနည်းဖြင့် စီမံကိန်းကုမ္ပဏီထံမှ ငွေပြန်လည်ရရန်အတွက် အငှားချထားသူ၏မည်သည့်ဆောင်ရွက်ပိုင်ခွင့်ကိုမှ မထိခိုက်စေရ၊

၄.၇ စီမံကိန်းနေရာကိုပြန်လည်လွှဲပြောင်းခြင်း

ဤသဘောတူညီချက်ကုန်ဆုံးခြင်း သို့မဟုတ် ရပ်စဲခြင်းဖြစ်သည့်အခါ၊ ငှားရမ်းသူသည် စီမံကိန်းနေရာကို မြေပြင်ပျက်စီးမှုများကိုပြန်လည်ဖို့ပြီး သို့မဟုတ် အဖိုးအခမယူဘဲပြင်ဆင်ပြီး ကောင်းမွန်သောအခြေအနေဖြင့် အငှားချထားသူထံ ၆ (ခြောက်) လအတွင်းလွှဲပြောင်းပေးရမည်။

စီမံကိန်းကုမ္ပဏီကြောင့် စီမံကိန်းနေရာတွင်ဖြစ်ပေါ်သော ပျက်စီးမှုများနှင့် အပြည့်အဝ ပြောင်းရွှေ့သည့်နေ့အထိ ငှားရမ်းခအတွက် တောင်းဆိုသည့် အငှားချထားသူ၏အခွင့်အရေးများကို မထိခိုက်စေဘဲ ငှားရမ်းသူ၏စရိတ်ဖြင့် ပြောင်းရွှေ့နိုင်လျှင် စီမံကိန်းကို ဖယ်ရှားရမည်။

၄.၈ အရင်းအမြစ်များပိုင်ဆိုင်မှု

ငှားရမ်းသူသည် စီမံကိန်းနေရာတွင် တွေ့ရသောရတနာများ သို့မဟုတ် အခြား (သတ္တု) အရင်းအမြစ်များနှင့်ပတ်သက်ပြီး ပိုင်ဆိုင်မှု သို့မဟုတ် အခြားအခွင့်အရေးကိုမှ မတောင်းဆိုပါ။

၅။ ကိုယ်စားပြုခြင်း၊ အာမခံခြင်း နှင့် သဘောတူညီချက်များ

၅.၁ ကိုယ်စားပြုခြင်းနှင့်အာမခံခြင်း

(က) အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီအား အောက်ပါတို့ကို ကိုယ်စားပြု အာမခံသည်၊-

(၁) ယင်းသည်ဤသဘောတူညီချက်ကိုချုပ်ဆိုရန်နှင့်ယင်းအရတာဝန်များကိုဆောင်ရွက်ရန်လုပ်ကိုင်နိုင်စွမ်းနှင့် လုပ်ကိုင်ခွင့်အာဏာရှိသည်။

(၂) ဤသဘောတူညီချက်ကိုတရားဝင်အခွင့်အာဏာဖြင့်ချုပ်ဆို၊ပေးပို့သည်။ယင်း၏စည်းမျဉ်းများနှင့်အညီ၊ ယင်း၏တရားဝင်၊ အကျုံးဝင်ပြီး၊ ချီနှောင်မှုများ နှင့်အာဏာသက်ရောက်မှုများပါဝင်သည်။

(၃) ဤသဘောတူညီချက်အရ အငှားချထားသူက ယင်း၏တာဝန်များကိုထမ်းဆောင်ခြင်း၊ စာချုပ်ချုပ်ဆိုခြင်းနှင့်ပေးပို့ခြင်းတို့သည်ကျင့်သုံးသောဥပဒေများအရနှင့်မည်သည့် ပြဋ္ဌာန်းချက်၊စီရင်ချက်၊အမိန့်၊ဒီကရီ သို့မဟုတ် စည်းမျဉ်း သို့မဟုတ် တရားရုံး ဆုံးဖြတ်ချက်၊ အစိုးရအဖွဲ့အစည်း သို့မဟုတ် ယင်းကိုသော်လည်းကောင်း သို့မဟုတ် ယင်း၏ပိုင်ဆိုင်မှုကိုသော်လည်းကောင်း ကျင့်သုံးသည့် သို့မဟုတ် ပတ်သက်သည့် လုပ်ကိုင်နိုင်စွမ်းရှိသည့်တရားစီရင်ခြင်း၏ အနည်းဘတခုံသမာဓိ လူကြီးမင်းအား ချိုးဖေါက်ခြင်း မဖြစ်စေရ။

(၄) စီမံကိန်းနေရာနှင့်ခွင့်ပြုချက်ရဧရိယာများတည်ရှိသောပစ္စည်းကိုတစ်ဦးပိုင်သော ပိုင်ရှင်ဖြစ်သည်။စီမံကိန်းကုမ္ပဏီသည် ဤသဘောတူညီချက်၏စည်းမျဉ်းပြဋ္ဌာန်းချက်များနှင့်

အညီ၊ စီမံကိန်းနေရာနှင့်လုပ်ကိုင်အသုံးချခွင့်ကိုအသုံးပြုရန်၊အကျိုးသက်ရောက်သည့် နေ့အဖြစ် အကျိုးသက်ရောက်သည့်လိုင်စင်ကို (x) ရမည်။ ပြီးဆုံးသည့်နေ့အဖြစ် စီမံကိန်းတွင် တရားဝင်ငှားရမ်းပိုင်သည့်နေရာ (y) ရမည်။

(၅) အကျိုးသက်ရောက်သည့်နေ့အဖြစ်၊ ငှားရမ်းသည့်ကာလတစ်လျောက် စီမံကိန်းနေရာနှင့် လုပ်ပိုင်ခွင့်ရနေရာများကို ရှင်းလင်းစွာပိုင်ဆိုင်သည့်ပိုင်ရှင် ဖြစ်မည်။ အာမခံအဖြစ် လက်ဝယ်ထားသူများ သို့မဟုတ် အခြားကြွေးမြီတာဝန်များအားလုံးမှကင်းရှင်းသည်။ စီမံကိန်းနေရာ နှင့်/သို့မဟုတ် လုပ်ပိုင်ခွင့်ရဧရိယာများအား ဆန့်ကျင်ဆုံးဖြတ်ချက်များရှိလျှင် ဤသဘောတူညီချက်အရ စီမံကိန်းကုမ္ပဏီအား ယင်း၏အခွင့်အရေးများ ကျင့်သုံးနိုင်စွမ်းကိုထိခိုက်မည့် နှင့်/သို့မဟုတ် ဤသဘောတူညီချက်အရ အငှားချထားသူကယင်း၏တာဝန်များကို ဆောင်ရွက်နိုင်စွမ်းကိုထိခိုက်စေမည့်၊ မည်သည့်အရေးယူဆောင်ရွက်ခြင်း၊ တရားစွဲဆိုခြင်း၊ စုံစမ်းစစ်ဆေးခြင်း၊ အနုညာတတရားစီရင်ခြင်း သို့မဟုတ် အခြားတရားစွဲဆိုခြင်းများမှ ဆိုင်းငံ့နေခြင်းများမရှိပါ။

(၆) ဤသဘောတူညီချက်အရ ယင်း၏တာဝန်များကိုလိုက်နာပြီး တရားဝင်ချုပ်ဆိုနိုင်ရန်လိုအပ်သော အစိုးရသဘောတူညီချက်များအားလုံးကိုရထားပြီးဖြစ်သည်။

(၇) အကျိုးသက်ရောက်သည့်နေ့အဖြစ်၊ စီမံကိန်းကုမ္ပဏီသည် တတိယအဖွဲ့ဝင်နေရောက်နေသူများအားလုံးမှကင်းရှင်းပြီး၊ အလွတ်ဖြစ်မည့်စီမံကိန်းနေရာအား တစ်ဦးတည်း အခွင့်အရေးရမည်။

(ခ) စီမံကိန်းကုမ္ပဏီသည် အငှားချထားသူအား အောက်ပါတို့ကို ကိုယ်စားပြု အာမခံသည်၊-

(၁) ကျင့်သုံးသောဥပဒေများအားလုံးကိုအရေးကြီးသည့်နေရာအားလုံးတွင် လိုက်နာသည်။ ယင်း၏လုပ်ငန်းများကိုဆောင်ရွက်ရန်၊ ယင်း၏မြေနေရာပစ္စည်းများကိုပိုင်ဆိုင်ရန်၊ နှင့် ဤသဘောတူညီချက်အရ ယင်း၏တာဝန်များကိုဆောင်ရွက်၊ ပေးပို့၊ ထမ်းဆောင်ရန်၊ လိုအပ်သောအခွင့်အာဏာများရရှိထားပြီးဖြစ်သည်။

(၂) စီမံကိန်းကုမ္ပဏီသို့ ဥပဒေအကြံပေးများကပေးသည့် မြန်မာဥပဒေတရားကြောင်းထင်မြင်ချက်တွင်ပါဝင်သောအရည်အချင်းများနှင့်ပတ်သက်ပြီး၊ ယင်းက ဤသဘော

တူညီချက်ကို အသိအမှတ်ပြုဆောင်ရွက်။ ပေးပို့ ထားပြီးဖြစ်သည်။ ယင်း၏စည်းမျဉ်း များနှင့်အညီ ယင်း၏တရားဝင်၊ အကျိုးဝင်ပြီး တာဝန်များကိုချိုးနှောင်၊ အာဏာသက်ရောက်မှု များပါဝင်သည်။

(၃) လိုအပ်သောသဘောတူညီချက်များကိုရယူ၊ ထိန်းသိမ်းခြင်းနှင့်စပ်လျဉ်းပြီး၊ ဤသဘောတူညီချက်အရ ယင်း၏တာဝန်များကို စီမံကိန်းကုမ္ပဏီက ဆောင်ရွက်ခြင်း ပေးပို့ခြင်းနှင့်ထမ်းဆောင်ခြင်းသည် ယင်း၏ပိုင်ဆိုင်မှုပစ္စည်းများ နှင့်ယင်း၏လုပ်ငန်းများနှင့်ပတ်သက်ပြီး သို့မဟုတ် ကျင့်သုံးသော လုပ်ကိုင်နိုင်စွမ်းရှိသည့်တရားစီရင်ရေး၏ မည်သည့်တရားရုံး၊ အစိုးရအဖွဲ့အစည်း သို့မဟုတ် ခုံသမာဓိလူကြီးကမဆို ချမှတ်သော ပြဌာန်းချက်၊ စီရင်ချက်၊ အမိန့်၊ ဒီကရီ သို့မဟုတ် စည်းမျဉ်းများကိုချိုးဖေါက်ခြင်း မဖြစ်ပါ။

၅.၂ **ငြိမ်းချမ်းစွာခံစားခြင်း**

အငှားချထားသူသည် သဘောတူအာမခံသည်။ စီမံကိန်းကုမ္ပဏီအနေဖြင့် ဤသဘောတူညီချက်အရဆက်လက်ဆောင်ရွက်နေပြီး၊ ပျက်ကွက်မှုမဖြစ်သမျှကာလပတ်လုံး၊ စီမံကိန်းကုမ္ပဏီသည် စီမံကိန်းနေရာကို ငြိမ်းချမ်း၊ တိတ်ဆိတ်စွာခံစားမှု၊ ပိုင်ဆိုင်မှုနှင့် အသုံးပြုခွင့်ရရှိမည်။ ချွင်းချက်အားဖြင့်အငှားချထားသူသည်စီမံကိန်းနေရာကိုစစ်ဆေးရန်နှင့် ဤသဘောတူညီချက်အတိုင်းလိုက်နာမှုကို စောင့်ကြည့်ရန်၊ စီမံကိန်းကုမ္ပဏီကို သင့်တော်သည့်အကြောင်းကြား နို့တစ်စာပေးပြီး စီမံကိန်းနေရာကို သာမန်အလုပ်လုပ်သောအချိန်များအတွင်း ဝင်ရောက်နိုင်သည်။ ချွင်းချက်အားဖြင့် ယင်းကဲ့သို့ဝင်ရောက်ခြင်းသည် အရေးပါသည့်အမြင်ဖြင့် စီမံကိန်းအားအနှောက်အယှက်မပေးရ သို့မဟုတ် မသက်ရောက်စေပါ။

၅.၃ **သက်သေခံလက်မှတ်ပေးခြင်း၊**

(၁) စီမံကိန်းနှင့်ပတ်သက်ပြီး ချေးငွေအထောက်အပံ့ပိတ်သည့်နေ့၊ နှင့်

(၂) စီမံကိန်းက စီးပွားဖြစ်ဆောင်ရွက်သည့်နေ့များအသီးသီး၊ အငှားချထားသူက စီမံကိန်းကုမ္ပဏီအားပျက်ကွက်ခြင်းမရှိကြောင်းနှင့်အငှားချထားသူနှင့်ပတ်သက်ပြီး ဆက်လက် ဆောင်ရွက်နေကြောင်း၊နှင့်အငှားချထားသူသည်သက်ဆိုင်ရာသက်သေခံလက်မှတ်ထုတ်ပေးသည့်

နေ့စွဲ သို့မဟုတ် ယင်းနေ့မတိုင်မီ ဆောင်ရွက်ရန်လိုအပ်သောတာဝန်များအားလုံးကို ဆောင်ရွက်ပြီးဖြစ်ကြောင်းကိုဖော်ပြလျက်၊ယင်းနေ့အသီးသီးအတိုင်းနေ့စွဲဖြင့်အငှားချထားသူ၏ခွင့်ပြုချက်ရကိုယ်စားလှယ်ကလက်မှတ်ရေးထိုးထားသည့်သက်သေခံလက်မှတ်ထုတ်ပေးရမည်။

၆။ ကာလ

၆.၁ ငှားရမ်းကာလ

အပိုဒ် ၂.၁ နှင့်အရ၊ အငှားချထားသူကစီမံကိန်းကုမ္ပဏီအားခွင့်ပြုသောငှားရမ်းကာလသည် စတင်သည့်ကာလတွက်နှင့် ပြီးဆုံးသည့်နေ့စွဲပါဝင်ပြီး၊ ကုန်ဆုံးသည့်ကာလများအတွက် ဖြစ်ရမည်။ သို့သော် ပြီးဆုံးသည့်နေ့မှ အနှစ် သုံးဆယ် (၃၀) (ကနဦးကာလ) ကျသောနေ့ မပါဝင်ပါ။ ငှားရမ်းကာလသည် ၁၅ (ဆယ့်ငါး) နှစ်အသီးသီးဖြစ်သော နောက်ထပ်ကာလ (တိုးမြှင့်ကာလအသီးသီး) နှစ်ခုအတွက် အလိုအလျောက် တိုးမြှင့်ရမည်။ စုစုပေါင်းငှားရမ်းကာလသည် အနှစ်ခြောက်ဆယ် (၆၀) ဖြစ်ရမည်။

၆.၂ သဘောတူညီချက်ကာလ

အပိုဒ် ၁၄.၁၁ အရ ဤသဘောတူညီချက်သည် ငှားရမ်းကာလပြီးသည့်အခါ အလိုအလျောက် ရပ်စဲရမည်။

၆.၃ ရပ်စဲခြင်း

ဤသဘောတူညီချက်ကို PPA ရပ်စဲခြင်း သို့မဟုတ် ပြီးဆုံးသည့်အခါ နောက်ထပ်အကြောင်းကြားစာပို့ရန်မလိုဘဲ၊ ရပ်စဲနိုင်သည်။

၇။ ငှားရမ်းခ

စီမံကိန်းကုမ္ပဏီသည်စီမံကိန်းနေရာနှင့်လုပ်ကိုင်အသုံးချခွင့်များအားလုံးအတွက် တစ်ဧကလျှင် တစ်နှစ်၊ အမေရိကန်ဒေါ်လာ၁၀၀ နှုန်းဖြင့် စီမံကိန်းအတွက်လိုအပ်သော ဧက ၈၅၀ အတွက် နှစ်စဉ်ငှားရမ်းခ စုစုပေါင်း တစ်နှစ် US$ ၈၅၀၀၀ကို ငှားရမ်းကာလအတွင်း နှစ်တိုင်း၏ဇန်နဝါရီလ (၃၁) ရက်နေ့တွင်ပေးရမည်။ ပထမငှားရမ်းကာလအတွက်ငှားရမ်းခကို အငှားကာလ၏ ပထမနှစ်ဒီဇင်ဘာ ၃၁ ရက် တွင်ပေးရမည်။

အငှားချထားသူသည် တစ်ကေလျှင် တစ်နှစ်၊ အမေရိကန်ဒေါ်လာ၁၀၀ နှုန်းဖြင့် နောက်ထပ် ၂၅၀၀ ကေကိုလုပ်ခွင့်ပေးမည်။

၈။ အခွန်အခများနှင့် ကောက်ခံခြင်းများ

အပိုဒ် ၇ တွင်ဖော်ပြထားသောငှားခပမာဏတွင် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတွင် လိုအပ်သောခွင့်ပြုချက်များရခြင်းတွက် ပေးရမည့် ပုံမှန်အခများ၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံအစိုးရနှင့်မွန္တလေးတိုင်းဒေသကြီးအစိုးရကကောက်ခံသည့်အခွန်များမှအပ၊ဤသဘောတူညီချက်ကာလအတွင်း စီမံကိန်းနေရာတွင် နေရာယူခြင်း သို့မဟုတ် လုပ်ပိုင်ခွင့်ရဧရိယာများကိုအသုံးချခြင်း နှင့်ပတ်သက်၍ ပစ္စည်းများ၊ မြေနှီစပယ်နှင့်အခြားအခွန်များ၊ ကောက်ခံငွေများ၊ ပေးရန်တာဝန်များနှင့်ဝန်ဆောင်ခများအားလုံးနှင့်ပတ်သက်ပြီး၊ စီမံကိန်းကုမ္ပဏီ၏တာဝန်များ ပါဝင်သည်။

၉။ ပတ်ဝန်းကျင်ဆိုင်ရာကိစ္စများ

(က) အောက်ပါ အပိုဒ် ၉ (ခ) (၂) အရ၊စီမံကိန်းကုမ္ပဏီသည် စီမံကိန်းနေရာ သို့မဟုတ် လုပ်ပိုင်ခွင့်ရဧရိယာများနှင့်ပတ်သက်ပြီး ငှားရမ်းကာလတစ်လျှောက် စီမံကိန်းကုမ္ပဏီ၏ဆောင်ရွက်ချက်များ၊ လုပ်ဆောင်မှုများ သို့မဟုတ် ပေါ့လျော့မှုများမှရလာသည့် အန္တရာယ်ရှိပစ္စည်းများရှိခြင်း၊ ကူးပြောင်းခြင်း၊ရွှေ့ရှားခြင်း၊လွှတ်ထုတ်ခြင်း၊ ပျော်ဝင်ခြင်း သို့မဟုတ် စွန့်ပစ်ခြင်းနှင့်ဆက်နွယ်သောဆုံးရှုံးမှု သို့မဟုတ် ပျက်စီးမှုများအတွက် အငှားချထားသူအား ကာကွယ်၊ နစ်နာကြေးပေးရမည် ၊ အန္တရာယ်မကျအောင်ကာကွယ်ရမည်။

(ခ) အငှားချထားသူသည် စီမံကိန်းကုမ္ပဏီနှင့် ငွေချေးပေးသူများနှင့်သူတို့အသီးသီး၏ တာဝန်ပေးထားသူများအား အောက်ပါတို့နှင့်ပတ်သက်ပြီးမည်သည့်ဆုံးရှုံးမှု သို့မဟုတ် ပျက်စီးမှုများကို မဆို ကာကွယ်၊ နစ်နာကြေးပေးပြီး အန္တရာယ်မရှိအောင်ထားရမည်။

(၁) အငှားချထားသူ သို့မဟုတ် အခြားသူများသိသည်ဖြစ်စေ၊ သို့မဟုတ် မသိသည်ဖြစ်စေ၊အကျိုးသက်ရောက်သောနေ့တွင် သို့မဟုတ် ယင်းနေ့မတိုင်မီ၊ စီမံကိန်းနေရာ သို့မဟုတ် လုပ်ပိုင်ခွင့်ရဧရိယာများမှာ သို့မဟုတ် အောက်ဘက်မှာတည်ရှိသည့်

အဖြစ်အပျက်များ သို့မဟုတ် အခြေအနေများမှပေါ်ထွက်လာသော စီမံကိန်းနေရာ၏ ပတ်ဝန်းကျင်ဆိုင်ရာအခြေအနေများနှင့်ပတ်သက်ပြီး၊ သို့မဟုတ်

(၂) အကျိုးသက်ရောက်သောနေ့တွင် သို့မဟုတ် ယင်းနေ့နောက်ပိုင်းတွင် အငှားချထားသူ၊ ယင်း၏ မိတ်ဖက်များ သို့မဟုတ် အစိုးရ သို့မဟုတ် အစိုးရမဟုတ်သော အဖွဲ့အစည်းများ၏ အန္တရာယ်ရှိပစ္စည်းများရှိခြင်း၊ ကူးပြောင်းခြင်း၊ရွေ့ရှားခြင်း၊လွှတ်ထုတ်ခြင်း၊ ပျော်ဝင်ခြင်း သို့မဟုတ် စွန့်ပစ်ခြင်း များမှပေါ်ထွက်သည့်၊

(င) အဖွဲ့ဝင်တိုင်းသည်စီမံကိန်း၏အစိတ်အပိုင်းတစ်ခုခု၏တည်ဆောက်ခြင်း၊မွမ်းမံခြင်း သို့မဟုတ် ဆောင်ရွက်ခြင်းများ သို့မဟုတ် စီမံကိန်းနေရာ သို့မဟုတ် လုပ်ပိုင်ခွင့်ရဧရိယာများအတွင်း ဖြစ်ပေါ်သော အခြားဆောင်ရွက်ချက်များ သို့မဟုတ် အခြေအနေများနှင့်ပတ်သက်ပြီး၊ ပေါ်ပေါက်သော သို့မဟုတ် မည်သည့်နည်းဖြင့်မဆို ပတ်ဝန်းကျင်ဆိုင်ရာဥပဒေများကို ချိုးဖေါက် သို့မဟုတ် ကျူးလွန်ခြင်း သို့မဟုတ် ချိုးဖေါက် သို့မဟုတ် ကျူးလွန်ကြောင်းစွပ်စွဲခြင်း များကို သိရှိသည့်အခါ၊ အခြားအဖွဲ့ဝင်အားချက်ခြင်းအကြောင်းကြားအသိပေးရမည်။

၁၀။ တာဝန်ပေးအပ်ခြင်းများ

၁၀.၁ တာဝန်ပေးအပ်ခြင်း

အပိုဒ်၁၀.၂အရ ဤသဘောတူညီချက်၏အဖွဲ့ဝင်တစ်ဦးက ဤသဘောတူညီချက်အရယင်းအဖွဲ့ဝင်၏လုပ်ပိုင်ခွင့်များ သို့မဟုတ် တာဝန်များကို တာဝန်ပေးခြင်း သို့မဟုတ် လွှဲပြောင်းခြင်းသည် အခြားအဖွဲ့ဝင်၏ကြိုတင်စာဖြင့်သဘောတူညီချက်မပါဘဲ အကျိုးသက်ရောက်မှုမရှိစေရ။ ယင်းကဲ့သို့သဘောတူညီချက်ကို အကြောင်းမလုံလောက်ဘဲ ထိန်းထားခြင်း သို့မဟုတ် ကြန့်ကြာခြင်းမဖြစ်စေရ။

၁၀.၂ ငွေချေးပေးသူများအားတာဝန်ပေးခြင်း

စီမံကိန်းအားငွေကြေးထောက်ပံ့ခြင်းအတွက်အပိုဒ် ၁၀.၁ ပါပြဌာန်းချက်ကမည်သို့ဆိုစေကာမူ၊ စီမံကိန်းကုမ္ပဏီသည်လွတ်လပ်စွာအငှားချထားသူ သို့မဟုတ် အခြားသူ၏သဘောတူညီချက်မလိုအပ်ဘဲ ဤသဘောတူညီချက်အရ သို့မဟုတ် ပတ်သက်သော ယင်း၏လုပ်ပိုင်ခွင့်များ နှင့်

အကျိုးစီးပွားများကို တာဝန်ပေးခြင်း သို့မဟုတ် ဆောင်ရွက်ခြင်းပြုလုပ်နိုင်သည်။ သို့မဟုတ် ငွေချေးပေးသူများအားအကျိုးပြုသည့် အာမခံအကျိုးစီးပွားကို ဖန်တီးနိုင်သည်။

၁၀.၃ ငွေချေးပေးသူများနှင့်တိုက်ရိုက်သဘောတူညီချက်

အငှားချထားသူသည် ငွေချေးပေးသူကတောင်းဆိုလျှင်၊ ငွေချေးပေးသူများနှင့် သဘောရိုးဖြင့် ညှိနှိုင်းပြီး၊ စီမံကိန်းနှင့်အလားတူသောစီမံကိန်းများအတွက်ထုံးစံဖြစ်သောပုံစံဖြင့် တိုက်ရိုက်စာချုပ်နိုင်သည်။ ချွင်းချက်အားဖြင့် ယင်းကဲ့သို့တိုက်ရိုက်စာချုပ်သည် တတိယအဖွဲ့ဝင်အား ဤသဘောတူညီချက်အရ စီမံကိန်းကုမ္ပဏီ၏အခွင့်အရေးနှင့် အရေးပါခြားနားသည့်အခွင့်အရေးများကို မပေးရ။

၁၀.၄ နောက်တိုးအာမခံခြင်းများ

ငွေချေးပေးသူများကတောင်းဆိုနိုင်သည့်အတိုင်း ဤသဘောတူညီချက်အရ ယင်းပုဂ္ဂိုလ်များ၌ အခွင့်အရေးများ နှင့် အပိုဒ် ၁၀ ဖြင့် သုံးသပ်ထားသည့်အတိုင်း ဖန်တီးထားသော အာမခံနှင့် စပ်လျဉ်း၍ အငှားချထားသူက သိရှိပြီး စီမံကိန်းကုမ္ပဏီ၏တောင်းဆိုချက်အရ ယင်းကဲ့သို့ နောက်ထပ်သိရှိချက်များအားလုံးကို ငွေချေးပေးသူများ သို့မဟုတ် သူတို့၏တာဝန်ပေးသူများနှင့် ချုပ်ဆို၊ ပေးအပ်ရမည်။ အငှားချထားသူသည် ငွေချေးပေးသူများက သင့်တော်သည့် တောင်းဆိုသည့်သတင်းအချက်အလက်များကိုပေးရန် (ငွေချေးပေးသူများက သင့်တော်သည့်အတိုင်းတောင်းဆိုသည့်အစိုးရအဖွဲ့အစည်းများထံမှသတင်းအချက်အလက်များကိုရယူရာတွင် အကူအညီပေးရန်)၊ နှင့် စီမံကိန်းအတွက် ငွေကြေးထောက်ပံ့ခြင်းနှင့်ပတ်သက်ပြီး ငွေချေးပေးသူများနှင့် တွေ့ဆုံ၊ ညှိနှိုင်းဆောင်ရွက်ရန်၊ သင့်တော်သည့်အတိုင်းကြိုးပမ်းရမည်။

၁၁။ အနညာတစီရင်ဆုံးဖြတ်ခြင်း

(က) ဤသဘောတူညီချက်၏တည်ရှိမှု၊ တရားဝင်မှု သို့မဟုတ် ရပ်စဲမှုနှင့်ပတ်သက်သောပြဿနာ အပါအဝင်၊ ဤသဘောတူညီချက်မှ သို့မဟုတ် ယင်းနှင့်ပတ်သက်ပြီး ပေါ်ထွက်လာသော အငြင်းပွားမှုရှိသည့်အခါ၊ (အငြင်းပွားမှု)အဖွဲ့ဝင်များသည်အငြင်းပွားမှုကိုဖြေရှင်းချက် အတွက် သဘောရိုးဖြင့် ညှိနှိုင်းရန်အားထုတ်ရမည်။ ယင်းသို့ ဆောင်ရွက်ခြင်းမှာ မဖြစ်နိုင် သို့မဟုတ်

လက်တွေ့မကျမဖြစ်လျှင်၊အဖွဲ့ဝင်များသည်အငြင်းပွားမှု၏နောက်ဆုံးဖြေရှင်းချက်ကိုဆိုင်းငံ့ပြီး၊ ဤသဘောတူညီချက်အရ ဆက်လက်ဆောင်ရွက်ရမည်။

(ခ) အဖွဲ့ဝင်တစ်ဦးကအငြင်းပွားမှုကိုအသိပေးထုတ်ပြန်ပြီးနောက်ရက်ပေါင်း ၃၀ အတွင်း၊ အဖွဲ့ဝင်များသည်အငြင်းပွားမှုကိုငြိမ်းချမ်းစွာမဖြေရှင်းနိုင်လျှင်၊အငြင်းပွားမှုကိုနောက်ဆုံးလက်ရှိအာဏာသက်ဝင်နေသည့် 2010 အနုညာတဆုံးဖြတ်ခြင်း၊ နိုင်ငံတကာကုန်သွယ်မှု ဥပဒေ အပေါ်ကုလသမဂ္ဂကော်မရှင် (UNCITRAL)နှင့်အညီ၊ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံရှိ အနုညာတစီရင်ဆုံးဖြတ်ခြင်းဖြင့် ရည်ညွှန်းဖြေရှင်းရမည်။ စည်းမျဉ်းများကို အပိုဒ် ၁၁ တွင်ရည်ညွှန်း ပေးထားပြီးဟုမှတ်ယူသည်။ အနုညာတခုံရုံးတွင် ခုံသမာဓိလူကြီး သုံး (၃) ဦးပါရမည်။ အနုညာတစီရင်ဆုံးဖြတ်သည့်ဘာသာစကားသည် အင်္ဂလိပ်ဘာသာစကားဖြစ်ရမည်။

(ဂ) ပေးအပ်သောအနုညာတဆုံးဖြတ်ချက်သည်အဖွဲ့ဝင်များအပေါ် ချီနှောင်ပြီး၊နောက်ဆုံးအတည်ဖြစ်ရမည်။ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံရှိတရားရုံးများအပါအဝင် ကန့်သတ်မထားဘဲ လုပ်ပိုင် ခွင့်ရှိသည့်စီရင်ဆုံးဖြတ်သောမည်သည့်တရားရုံးများတွင်မဆို အာဏာသက်ဝင်ရမည်။

(ဃ) အငှားချထားသူသည် ပြန်လည်ရုတ်သိမ်းမရဘဲ၊စွန့်လွှတ်ပြီး၊ မည်သည့်စီရင်ဆုံးဖြတ်သည့်ဥပဒေများအရ ယခု သို့မဟုတ် ယခုမှစပြီး အကျုံးဝင်လာမည့်၊ ယင်း သို့မဟုတ် ယင်း၏ပစ္စည်းအား ဆောင်ရွက်ခြင်း၊ အာဏာသက်ရောက်စေခြင်း သို့မဟုတ် ဂါရမ်းစွဲကပ်သည့်ပုံစံအားလုံးနှင့်တစ်ခုခုမှ တရားစွဲဆိုခြင်း နှင့်/သို့မဟုတ် ကင်းလွတ်ခွင့် မတောင်းဆိုရန်သဘောတူသည်။ အငှားချထားသူသည် ယင်းသို့စွန့်လွှတ်ခြင်းသည် ယင်းဥပဒေများအရ ခွင့်ပြုသောအတိုင်းအတာအပြည့်သက်ရောက်ရမည်ဖြစ်ကြောင်းကြေညာသည်။

(င) သံသယရှောင်ရှားရန်အတွက် အငှားချထားသူသည် ဤအပိုဒ် ၁၁ ရည်ရွယ်ချက်အတွက် စီမံကိန်းကုမ္ပဏီကစွဲဆိုသည့်မည်သည့်တရားရုံး၏ဆုံးဖြတ်စီရင်ခြင်းကိုမဆို ပြန်လည်ရုတ်သိမ်းမရဘဲတင်သွင်းသည်။မသင့်လျော်သောအစည်းအဝေးအခြေခံဖြင့်သို့မဟုတ်တစ်နည်းအားဖြင့် ကန့်ကွက်မှုမပြုလုပ်ရန် တာဝန်ယူသည်။

(စ) အနုညာတခုံရုံးကပေးသည့်ဆုံးဖြတ်ချက်ကို အသိအမှတ်ပြု သို့မဟုတ် အာဏာသက်ရောက်စေရန် စီမံကိန်းကုမ္ပဏီက လျှောက်ထားပြီး ရက်ပေါင်း ခြောက်ဆယ် (၆၀) အတွင်း မြန်မာ

တရားရုံးများက အသိအမှတ်မပြု သို့မဟုတ် အာဏာမသက်ဝင်စေလျှင်၊ စီမံကိန်းကုမ္ပဏီသည် စီမံကိန်းကုမ္ပဏီက ဆုံးဖြတ်သည့်ငွေကို အမြတ်ဝေစုများ၊ အစွန်းများ၊ ငှားရမ်းခများ ၊ ကောက်ခံငွေများ သို့မဟုတ် တနည်းအားဖြင့် ကန့်သတ်မထားဘဲ ပါဝင်သည့်၊ အငှားချထားသူအား ပေးရမည့် အခြားငွေမှ နုတ်ယူနိုင်သည်။

၁၂။ ပျက်ကွက်မှုကိစ္စရပ်များ

၁၂.၁ အဖွဲ့ဝင်တစ်ဦးဦးက အောက်ပါ အရေးကြီးသောတာဝန်များကို ဆောင်ရွက်ရန် ပျက်ကွက်လျှင် ပျက်ကွက်မှုကိစ္စရပ်များ ဖြစ်ပေါ်သည်ဟုမှတ်ယူရမည်။

(၁) အခြားအဖွဲ့ဝင်က ယင်းကဲ့သို့ ပျက်ကွက် သို့မဟုတ် ချိုးဖောက်ကြောင်းစာဖြင့် အကြောင်းကြားစာလက်ခံရပြီးနောက် ရက်ပေါင်း ကိုးဆယ် (၉၀) အတွင်း ယင်းကဲ့သို့ ပျက်ကွက် သို့မဟုတ် ချိုးဖောက်မှုကို မကုစားခြင်း၊ သို့မဟုတ်

(၂) သင့်တော်သည့်အားထုတ်မှုသုံးပြီး ယင်းကဲ့သို့အကြောင်းကြာစာလက်ခံပြီးနောက် ရက်ပေါင်းကိုးဆယ် (၉၀) အတွင်း ယင်းကဲ့သို့ ပျက်ကွက် သို့မဟုတ် ချိုးဖောက်မှုကို မကုစားနိုင်လျှင်၊ ချိုးဖောက်သည့်အဖွဲ့ဝင်သည် ယင်း ရက်ပေါင်းကိုးဆယ် (၉၀) အတွင်းချိုးဖောက်မှုကုစားခြင်းကို မစတင်နိုင်ဘဲ၊ ယင်းကဲ့သို့ ပျက်ကွက်မှုသို့မဟုတ် အခြားချိုးဖောက်မှုကိုကုစားရန် ဆက်လက် သင့်တော်သောအားထုတ်မှုပြုနေသည်။

၁၂.၂ ပျက်ကွက်မှုအတွက်ကုစားခြင်းများ

အဖွဲ့ဝင်တစ်ဦးဦးကပျက်ကွက်သည့်ကိစ္စရပ်ဖြစ်ပေါ်သည့်အခါ၊ယင်းပျက်ကွက်သည့်ကိစ္စဆက်လက်ဖြစ်ပေါ်နေစဉ်၊ အခြားအဖွဲ့ဝင်သည် အောက်ပါတို့အပါအဝင် အပိုဒ် ၁၃.၁ တွင်ပါသော ပျက်စီးမှုအပေါ်ကန့်သတ်ချက်များအရကိစ္စရပ်အသီးသီးတွင်(ဤသဘောတူညီချက်ကိုရပ်စဲခြင်းမှတစ်ပါး) ကျင့်သုံးသောဥပဒေများအရ ရနိုင်သော အခွင့်အရေးများနှင့်ကုစားချက်များအားလုံးကို ရယူနိုင်သည်။

(၁) အမှန်တကယ်ပျက်စီးမှုကိုရယူသည့်အခွင့်အရေး သို့မဟုတ်

(၂) ပျက်ကွက်သည့်အဖွဲ့ဝင်က ပျက်ကွက်သည့်ကိစ္စရပ် သို့မဟုတ် ပျက်ကွက်သည့်ကိစ္စရပ်ဖြစ်နိုင်သည့် အလားအလာ သို့မဟုတ် ခြိမ်းခြောက်မှုကို ထိန်းချုပ်ပြီး၊ လမ်းညွှန်ပေးသည့်အခွင့်အရေး။

၁၃။ အဖွဲ့ဝင်များ၏ပေးရန်တာဝန်များ

၁၃.၁ ပေးရန်တာဝန်ကိုကန့်သတ်ခြင်း

(က) အပိုဒ် ၁၃.၂ အရလိုအပ်သည့်မှအပ၊သွယ်ဝိုက်နောက်ဆက်တွဲဖြစ်ပြီး၊ ဖြစ်ပျက်သည့်၊ ပြင်းထန်သော သို့မဟုတ် စံပြဖြစ်သည့်ပျက်စီးမှုများအတွက်စာချုပ်၊တရားမနစ်နာမှု၊အာမခံခြင်း၊ တင်းကျပ်သည့်ပေးရန်တာဝန် သို့မဟုတ် အခြားတရားဥပဒေသီအိုရီဖြင့် မည်သည့်အဖွဲ့ဝင်ကမှ အခြားအဖွဲ့ဝင်သို့ ပေးရန်တာဝန်မရှိစေရ။

(ခ) ဤသဘောတူညီချက်အရ သို့မဟုတ် ချိုးဖေါက်မှုမှတစ်ပါး၊မည်သည့်အဖွဲ့ဝင်ကမှ အခြားအဖွဲ့ဝင်သို့ ပေးရန်တာဝန်မရှိစေရ။ သို့သော်လည်းချွင်းချက်အားဖြင့်ဤပြဋ္ဌာန်းချက်သည် အဖွဲ့ဝင်တစ်ဦးက အခြားသူအား ဤသဘောတူညီချက် သို့မဟုတ် ဤသဘောတူညီချက်နှင့် မသက်ဆိုင်သော သို့မဟုတ် ကျင့်သုံးသောဥပဒေများအရသတ်မှတ်ထားသည့်ဆောင်ရွက်ချက်နှင့် မပတ်သက်သောမည်သည့်အခွင့်အရေးကိုမျှ စွန့်လွှတ်ရန် မရည်ရွယ်ပါ။

၁၃.၂ နစ်နာကြေးပေးခြင်း

(က) ဤသဘောတူညီချက်ရှိတစ်နေရာတွင် အထူးပြဋ္ဌာန်းထားသည့်အတိုင်းမှတစ်ပါး၊ အငှားချထားသူသည်စီမံကိန်းကုမ္ပဏီ၊ယင်းကခန့်ထားသည့်ဆောက်လုပ်ရေးကန်ထရိုက်တာများနှင့်ငွေချေးပေးသူများအားသူတို့ကိုယ်တိုင်နှင့် သူတို့၏အရာရှိများ၊ ဒါရိုက်တာများနှင့်ဝန်ထမ်းများ အသီးသီးအတွက် ယုံကြည်စွာအပ်နှံခံရသူအနေဖြင့်း နစ်နာကြေးပေးပြီးကာကွယ်ရမည်။ ယင်းတို့အသီးသီးအား ယခုနေ့နောက်ပိုင်း အမြဲတမ်းဤသဘောတူညီချက်နှင့်ဆက်စပ်ပြီးအငှားချထားသူ၏ပေါ့လျော့မှု၊ သို့မဟုတ် ရည်ရွယ်ဆောင်ရွက်ချက် သို့မဟုတ် ထိန်ချန်မှုကြောင့် ဖြစ်ပေါ်၊ ခံစား၊ သို့မဟုတ် ပေးရန် လိုအပ်သည့် တိုက်ရိုက်ဖြစ်စေ သွယ်ဝိုက်၍ဖြစ်စေကျရောက်သည့် တကိုယ်ရေထိခိုက် ဒဏ် ရာရခြင်း

သို့မဟုတ် သေဆုံးခြင်း သို့မဟုတ် ပစ္စည်းများဆုံးရှုံးခြင်းများကြောင့် မထိခိုက်အောင်ထားရှိရမည်။

(ခ) ဤသဘောတူညီချက်ရှိတစ်နေရာတွင် အထူးပြဌာန်းထားသည့်အတိုင်းမှတစ်ပါး၊ စီမံကိန်းကုမ္ပဏီသည် အငှားချထားသူအား ယင်းကိုယ်တိုင်နှင့် သူတို့၏အရာရှိများ၊ ဒါရိုက်တာများနှင့် ဝန်ထမ်းများအသီးသီးအတွက်ယုံကြည်စွာအပ်နှံခံရသူအနေဖြင့်နစ်နာကြေးပေးပြီးကာကွယ်ရမည်။ ယင်းတို့အသီးသီးအား ယခုနေ့နောက်ပိုင်း အမြဲတမ်းဤသဘောတူညီချက်နှင့် ဆက်စပ်ပြီးစီမံကိန်းကုမ္ပဏီ၏ပေါ့လျော့မှု၊သို့မဟုတ်ရည်ရွယ်ဆောင်ရွက်ချက် သို့မဟုတ် ထိန်ချန်မှုကြောင့် ဖြစ်ပေါ်၊ ခံစား၊ သို့မဟုတ် ပေးရန် လိုအပ်သည့် တိုက်ရိုက်ဖြစ်စေ သွယ်ဝိုက်၍ဖြစ်စေ ကျရောက်သည့်တကိုယ်ရေထိခိုက်ဒဏ်ရာရခြင်းသို့မဟုတ်သေဆုံးခြင်းသို့မဟုတ် ပစ္စည်းများဆုံးရှုံးခြင်းများကြောင့် မထိခိုက်အောင်ထားရှိရမည်။

(ဂ) အဖွဲ့ဝင်များ၏ပူးတွဲ၍သော်လည်းကောင်း၊ သို့မဟုတ် တပြိုင်တည်းဖြစ်ပေါ်သောပေါ့ဆမှု သို့မဟုတ် ရည်ရွယ်ဆောင်ရွက်ချက်များ သို့မဟုတ် ထိန်ချန်မှုများကြောင့်ဒဏ်ရာ သို့မဟုတ် ပျက်စီးမှုကြုံရသည့်အခါ၊ အဖွဲ့ဝင်အသီးသီးသည် ဤနစ်နာကြေးပေးခြင်းအရ အဖွဲ့ဝင်များက သဘောတူသည့်အတိုင်း သို့မဟုတ် အပိုဒ် ၁၁ နှင့်အညီ ဆုံးဖြတ်သည့်အတိုင်း သို့မဟုတ် ဆုံးဖြတ်နိုင်သည့်တရားရုံးကဆုံးဖြတ်သည့်အတိုင်း၊ ယင်းတို့၏သက်ဆိုင်ရာ မှားယွင်းမှုဒီကရီအလိုက်အချိုးကျပေးလျော်ရန်တာဝန်ရှိရမည်။

၁၄။ အထွေထွေ

၁၄.၁ ကင်းလွတ်ခွင့်ကိုစွန့်လွှတ်သူ

(က) အငှားချထားသူသည် ဤသဘောတူညီချက်ကိုချုပ်ဆို၊ ပေးပို့၊ ဆောင်ရွက်ခြင်းတွင် ပုဂ္ဂလိကနှင့်စီးပွားရေးဆိုင်ရာပြုမူချက်များပါကြောင်းကို ကန့်သတ်ချက်မရှိ၊ ပြန်လည်မရုတ်သိမ်းနိုင်ဘဲ သဘောတူသည်။ရှေ့ဆက်ဆောင်ရွက်ရာတွင် အငှားချထားသူသည် အောက်ပါတို့ကို ကန့်သတ်ချက်မရှိ၊ ပြန်လည်မရုတ်သိမ်းနိုင်ဘဲ သဘောတူသည်။

(၁) ဤသဘောတူညီချက်သို့မဟုတ်ဤသဘောတူညီချက်ကြောင့်ပေါ်ပေါက်လာသည်ဟု ထင်မြင်သည့်ဆောင်ရွက်ချက်များနှင့်ပတ်သက်ပြီး တရားစီရင်ပိုင်ခွင့် သို့မဟုတ် အမှု

စစ်ဆေးသည့်နေရာတွင်ဆန့်ကျင်ပြီး၊ အမှုဆောင်ရွက်ချက်များရှိလျှင်၊ ယင်းကိုယ်တိုင်သော်လည်းကောင်း၊ယင်းကိုယ်စားသော်လည်းကောင်းယင်းအမှုဆောင်ရွက်ချက်များမှ ကင်းလွတ်ခွင့်တောင်းဆိုခြင်းမပြုပါ။

(၂) နောင်ခါ၊ ယင်းကဲ့သို့အမှုဆောင်ရွက်ချက်များနှင့်ပတ်သက်ပြီး တရားစီရင်ပိုင်ခွင့်အား ကင်းလွတ်ခွင့်ရပိုင်ခွင့်ကို စွန့်လွှတ်သည်။ နှင့်

(၃) ငွေကြေးဆိုင်ရာ၊စီးပွားရေးရာ သို့မဟုတ် စက်မှုလုပ်ငန်းဆိုင်ရာဆောင်ရွက်ချက်များတွင်ရင်းနှီးမြှုပ်နှံထားသောသို့မဟုတ် ဘဏ်များတွင်ထားရှိသည့် ယင်း၏ပိုင်ဆိုင်မှုများနှင့်ပတ်သက်ပြီး၊ ဆန့်ကျင်ဆောင်ရွက်ခြင်း သို့မဟုတ် အာဏာတည်အောင် ဆောင်ရွက်ခြင်းများအပါအဝင် ကန့်သတ်မထားဘဲ၊ စီရင်ဆုံးဖြတ်ရာတွင် ယင်းကဲ့သို့အမှုဆောင်ရွက်ချက်ကို ဆုံးဖြတ်ချက် သို့မဟုတ် အနည်းငယ်တဆုံးဖြတ်ချက်ကို အာဏာတည်ခြင်း၊ ယင်းကဲ့သို့အမှုဆောင်ရွက်ခြင်းနှင့်ပတ်သက်ပြီး ဆင့်စာထုတ်ပြန် သို့မဟုတ် သက်သာခွင့်ပေးခြင်း၊ နှင့်ပတ်သက်ပြီး၊ ယေဘူယျအားဖြင့်သဘောတူသည်။

(ခ) အထက်ပါအပိုဒ်၁၄.၁(က)ရှိစွန့်လွှတ်သူသည်တားမြစ်သည့်နည်းဖြင့် အခြားစီရင်ဆုံးဖြတ်ခြင်း သို့မဟုတ် သီးခြားဆောင်ရွက်ရန်အမိန့် သို့မဟုတ် မည်သည့်ပစ္စည်းကိုမဆို သို့မဟုတ် အခြားယာယီ သို့မဟုတ် ကြားဖြတ်ကာကွယ်မှုများ နှင့် အများနှင့်သက်ဆိုင်သောအရေးယူမှု၏ရလဒ်အဖြစ် သို့မဟုတ်ဆောင်ရွက်ရာတွင်သက်ရောက်သည့်နည်းစဉ်အရဖြစ်သည့်ယင်း၏ပစ္စည်းများမည်သို့ဆို စေပြန်လည်ရယူခြင်းအတွက်အငှားချထားသူအားစင်ကာပူတွင်ပေးထားသည့်သက်သာခွင့်ပါတိုးချဲ့ပါဝင်သည်။

၁၄.၂ ပြင်ဆင်ခြင်း

ဤသဘောတူညီချက်တွင် မပါဝင်သည့်အခြေအနေကြောင့် အခြေအနေတစ်ခုခုပေါ်ပေါက်ပြီး၊ ဤသဘောတူညီချက်ကိုပြင်ဆင်ရန်လိုအပ်သည့်အခါ၊ အဖွဲ့ဝင်များသည် နှစ်ဖက်လုံးလက်ခံနိုင်သော ဖြေရှင်းချက်ရရန် ဦးတည်ချက်ဖြင့် ညှိနှိုင်းရမည်။ ဤသဘောတူညီချက်ကို အဖွဲ့ဝင်များကြားစာဖြင့်သဘောတူချက်ပါမှသာ ပြင်ဆင်နိုင်သည်။

၁၄.၃ နို့တစ်စာများ

(က) ဤသဘောတူညီချက်တွင် တစ်နည်းအားဖြင့်ဖော်ပြထားသည်မှလွဲပြီး၊ နို့တစ်စာများ သို့မဟုတ် ဤသဘောတူညီချက်အရ ပေးပို့ သို့မဟုတ် ပြုလုပ်ရမည့်အခြား ဆက်သွယ် ချက်များ အားလုံးသည် စာဖြင့်ဖြစ်ရမည်။ အောက်တွင်ဖော်ပြထားသော သူများအားရည်ညွှန်းလိပ်စာ တပ်ရမည်။ လူကိုယ်တိုင်သော်လည်းကောင်း သို့မဟုတ် စာပို့စနစ်၊ မှတ်ပုံတင်စာ သို့မဟုတ် အသိအမှတ်ပြုပထမတန်းစာပို့ (အခြားနိုင်ငံသို့ပို့လျှင်၊ လေယာဉ်စာဖြင့်) သို့မဟုတ် ဖက်စ် ဖြင့်ပို့ခြင်း (မှတ်ပုံတင်စာ သို့မဟုတ် အသိအမှတ်ပြုပထမတန်းစာပို့ [(အခြားနိုင်ငံသို့ပို့လျှင်၊ လေယာဉ်စာဖြင့်) ဖြင့်ပို့လျှင်မိတ္တူတစ်စောင်နှင့် အတူ]တစ်ခုခုဖြင့်ပို့ရမည်။

(ခ) အဖွဲ့ဝင်များသို့ပေးပို့ရမည့်လိပ်စာများနှင့် သူတို့၏ဖက်စ်အမှတ်အသီးသီးသည်

(၁) အငှားချထားသူထံသို့ဖြစ်လျှင်

ရည်ညွှန်းချက်၊ [ ]

လိပ်စာ၊ [ ]

ဖက်စ် [ ]

(၂) စီမံကိန်းကုမ္ပဏီထံသို့ဖြစ်လျှင်

ရည်ညွှန်းချက်၊ [ ]

လိပ်စာ၊ [ ]

ဖက်စ် [ ]

(ဂ) အဖွဲ့ဝင်တစ်ဦးက အခြားအဖွဲ့ဝင်သို့ ပြုလုပ်သော နို့တစ် သို့မဟုတ် ဆက်သွယ်မှုသည် လူကိုယ်တိုင်သော်လည်းကောင်း သို့မဟုတ် ဆက်သားဖြင့်သော်လည်းကောင်းပေးပို့လျှင်၊ ထိုအဖွဲ့ဝင်၏လိပ်စာတွင်ထားခဲ့သည့်နေ့တွင်အခြားအဖွဲ့ဝင်ကလက်ခံရသည်ဟု မှတ်ယူရမည်။ သို့မဟုတ် မှတ်ပုံတင်စာ သို့မဟုတ် အသိအမှတ်ပြုပထမတန်းစာပို့စနစ်ဖြင့်ပို့လျှင် သက်ဆိုင်ရာစာတိုက်ဝန်ဆောင်မှုဖြင့်ပို့ပြီးကြောင်းအတည်ပြုသည့်နေ့တွင်လက်ခံရသည်၊ သို့မဟုတ် ဖက်စ်ဖြင့်ပို့လျှင် ယင်းနေ့တွင်ပင်လက်ခံရကြောင်း အတည်ပြုချက်ရသည့်အခါ

ဖြစ်သည်။ လက်ခံရသောနေ့သည်အလုပ်လုပ်သောနေ့ ရှိသာမန်အလုပ်လုပ်သော အချိန်ဖြစ်ပြီး၊ တနည်းအားဖြင့် နောက်နေ့အလုပ်လုပ်သောနေ့ဖြစ်သည်။

(ဃ) အဖွဲ့ဝင်တစ်ဦးသည် အခြားအဖွဲ့ဝင်အား ယင်း၏အမည်၊ သက်ဆိုင်ရာလိပ်စာ၊ လိပ်စာ သို့မဟုတ် ဖက်စ်အမှတ်ပြောင်းလဲခြင်းကို အသိပေးနိုင်သည်။ ချွင်းချက်အားဖြင့် ယင်းကဲ့သို့ အသိပေးခြင်း သည် အောက်ပါနေ့များတွင်သာအကျိုးသက်ရောက်ရမည်။

(၁) ပြောင်းလဲသည့်နေ့စွဲအတိုင်း အသိပေးအကြောင်းကြားစာတွင်ဖော်ပြထားသောနေ့၊ သို့မဟုတ်

(၂) နေ့စွဲကိုဖော်ပြမထားလျှင် သို့မဟုတ် ဖော်ပြထားသောနေ့သည် နို့တစ်ပေးပို့သည့်နေ့နောက်ပိုင်း အလုပ်လုပ်ရက် ငါး (၅) ရက်ထက်နည်းလျှင်။ ပြောင်းလဲကြောင်း နို့တစ်ပို့ပေးပြီးနောက်၊ ကျရောက်သောအလုပ်လုပ်ရက် ငါး (၅) ရက်၊

၁၄.၄ လွှမ်းမိုးသည့်ဥပဒေ

ဤသဘောတူညီချက်ကို ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံဥပဒေများနှင့်အညီ လွှမ်းမိုးတည်ဆောက်ရမည်။

၁၄.၅ သဘောတူညီချက်တစ်ခုလုံး

ပါဝင်သောအကြောင်းအရာများနှင့်ပတ်သက်ပြီး အဖွဲ့ဝင်များ၏သဘောတူညီချက် အပြည့်အစုံသည် ဤသဘောတူညီချက်နှင့်ပူးတွဲပါသောဇယားများတွင် ပါဝင်သည်။

၁၄.၆ မူရင်းခွဲများ

ဤသဘောတူညီချက်ကိုမူရင်း (၃) စောင်ပြုလုပ်သည်။ လက်မှတ်ထိုးထားသောမိတ္တူ အသီးသီးကိုဤသဘောတူညီချက်၏မူရင်းတစ်ခုအဖြစ်သတ်မှတ်ရမည်။ သို့သော် ယင်းမိတ္တူများအားလုံး ကို စုပေါင်းပြီး တစ်ခုနှင့်တူညီသောစာချုပ်စာတမ်းဖြစ်ရမည်။

၁၄.၇ လျှို့ဝှက်ထားရှိခြင်း

(က) အဖွဲ့ဝင်အသီးသီးသည် လက်ခံရသော သို့မဟုတ် ဤသဘောတူညီချက်ကို ချုပ်ဆိုခြင်း သို့မဟုတ် ဆောင်ရွက်ရာမှရလဒ်အဖြစ်ရလာသော သတင်းအချက်အလက်များအားလုံးကို

လျှို့ဝှက်ထားရှိရမည်။ ဤသဘောတူညီချက်နှင့်ပတ်သက်ပြီး၊ ညှိနှိုင်း၊ ပြဌာန်း သို့မဟုတ် ဆောင်ရွက်ခြင်းနှင့်ပတ်သက်သော သို့မဟုတ် အခြားအဖွဲ့ဝင်များ သို့မဟုတ် သူတို့၏လုပ်ငန်းအသီးသီး သို့မဟုတ် လုပ်ဆောင်ချက်များကို တင်းကျပ်စွာလျှို့ဝှက်ထားပြီး၊ ထုတ်ဖော်မပြောရ။

(ခ) အဖွဲ့ဝင်သည် အောက်ပါကိစ္စရပ်တို့တွင် လျှို့ဝှက်သတင်းအချက်အလက်ကို ဖွင့်ဟနိုင်သည်၊

(၁) အဖွဲ့ဝင်က ဖွင့်ဟပြောရန် ဥပဒေအရလိုခြင်း၊ ချွင်းချက်မှာ သက်ဆိုင်ရာအဖွဲ့ဝင်သည် ယင်းကဲ့သို့ဖွင့်ဟပြောခြင်းကိုနယ်နမိတ်နှင့်သဘာဝကိုကန့်သတ်ရန်ကျင့်သုံးနိုင်သော ဥပဒေနည်းလမ်းများအားလုံးကိုသုံးရမည်။

(၂) အပိုဒ် ၁၁ အရ အငြင်းပွားမှုကြောင့် ဖြေရှင်းရန် လိုအပ် သို့မဟုတ် ဆန္ဒရှိလျှင်၊

(၃) သက်ဆိုင်ရာအဖွဲ့ဝင် သို့မဟုတ် ယင်း၏မိတ်ဖက်များအားငွေချေးစာချုပ် သို့မဟုတ် စည်းမျဉ်းဥပဒေ သို့မဟုတ် အစိုးရကတောင်းဆိုလျှင်၊ ယင်းကဲ့သို့ထုတ်ဖော်ပြောခြင်းသည် အဖွဲ့ဝင်များကြားသဘောတူထားသည့် (ဖြစ်နိုင်သည့်အတိုင်းအတာအထိ) ပုံစံနှင့်သဘာဝဖြစ်ရမည်။

(၄) သက်ဆိုင်ရာအဖွဲ့ဝင်၏ကျွမ်းကျင်မှုဆိုင်ရာအကြံပေးများ သို့မဟုတ် စာရင်းစစ်များ၊ သို့မဟုတ် အမှန်တကယ် သို့မဟုတ် အလားအလာရှိသောငွေချေးပေးသူများအား သို့မဟုတ် အမှန်တကယ် သို့မဟုတ် အလားအလာရှိသောကန်ထရိုက်တာများ သို့မဟုတ် စီမံကိန်းသို့ကိရိယာပေးသွင်းသူများအား စီမံကိန်းရည်ရွယ်ချက်အတွက် ဖော်ထုတ်ပြောရန်လိုအပ်သည့်အတိုင်းအတာအထိ၊ ဖွင့်ဟပြောခြင်း၊

(၅) စီမံကိန်းကုမ္ပဏီက ACO နှင့် ACO ၏မိတ်ဖက်များအပါအဝင်၊ ယင်း၏အစုရှယ်ယာရှင်များအားဖွင့်ဟပြောခြင်း၊

(၆) ဖွင့်ဟပြောသောအဖွဲ့ဝင်၏ချို့ယွင်းမဟုတ်ဘဲ အများပြည်သူသိရှိလာသော သတင်းအချက်အလက်များ၊

(၇) ငွေချေးပေးသူများကတောင်းဆိုခြင်း၊

(၈) မြေရှိအကျိုးစီးပွားကို မှတ်ပုံတင်ရာတွင်လိုအပ်ခြင်း၊ သို့မဟုတ်

(၉) အခြားအဖွဲ့ဝင်က ယင်းကဲ့သို့ဖွင့်ဟခြင်းကို ကြိုတင်သဘောတူခြင်း၊

(ဂ) စာပိုဒ် (၄)၊ (၅) နှင့် (၆) အရ ဖွင့်ဟပြောရသည့်အခါ၊ ဖွင့်ဟပြောသည့်အဖွဲ့ဝင်သည် သတင်း ဖွင့်ဟပြောခံရသူသည် ယင်းကိုလျှို့ဝှက်ထားရှိမည့်အကြောင်းကိုသေချာစေရန်၊ သင့်တော် သောအားထုတ်မှုသုံးရမည်။

(ဃ) အထက်ပါအပိုဒ် ၁၄.၇ (က) ကို အောက်ပါတို့တွင် မသုံးရ၊

(၁) ဤသဘောတူညီချက်ကိုဖေါက်ဖျက်ခြင်းမဟုတ်ဘဲ၊ အများပြည်သူသိရှိသည့် သတင်း အချက်အလက်

(၂) လျှို့ဝှက်ထားရမည့်တာဝန်ကိုချိုးဖေါက်ခြင်းကြောင့်မဟုတ်ဘဲ၊လက်ခံရသော အဖွဲ့ဝင် ၏လက်ဝယ်ရှိသောသတင်းအချက်အလက်များ

(၃) လျှို့ဝှက်ထားရမည့်တာဝန်ကိုချိုးဖေါက်ခြင်းကြောင့်မဟုတ်ဘဲ၊လက်ခံရသော တတိယ အဖွဲ့ဝင်ထံမှရသည့်သတင်းအချက်အလက်များ

၁၄.၈ စွန့်လွှတ်သူများ

(က) ဤသဘောတူညီချက်ပါပြဋ္ဌာန်းချက်များကိုဆောင်ရွက်ရာတွင် အခြားအဖွဲ့ဝင်၏ချို့ယွင်းချက် သို့မဟုတ် ချို့ယွင်းချက်များကို အဖွဲ့ဝင် တစ်ဦးဦးက စွန့်လွှတ်မှုသည် တူသည်ဖြစ်စေ၊ ခြားနားသည်ဖြစ်စေ၊ အခြားစွန့်လွှတ်မှုအဖြစ် အဓိပ္ပါယ်မကောက်ယူရ၊ သက်ဆိုင်ရာ ကိုယ်စား လှယ်မှ လက်မှတ်မထိုးလျှင် အကျိုးသက်ရောက်မှုရှိမည်မဟုတ်၊

(ခ) တစ်ဖက်ဖက်က သဘောတူညီချက်ဆိုင်ရာကိစ္စတွင် မည်သည့်ပျက်ကွက်မှုမှ ဖေါက်ဖျက်မှု ဆိုင်ရာ၊ စွန့်လွှတ်မှုဟု မမှတ်ယူရ၊ ဆက်လက်အကျိုးသက်ရောက်နေစေရမည်။

၁၄.၉ ခေါင်းစဉ်များ

ဤသဘောတူညီချက်ပါခေါင်းစဉ်တို့ကို အဆင်ပြေမှုအရသာ အသုံးပြုသည်၊ ယင်းတို့သည် စာချုပ်အစိတ်အပိုင်းနှင့်အဓိပ္ပါယ်ဖွင့်ဆိုမှုအပိုင်းနှင့် မသက်ဆိုင်စေရ။

၁၄.၁၀ တတိယအဖွဲ့ဝင်များ

ငွေချေးပေးသူတို့အားပေးထားသည့်လုပ်ပိုင်ခွင့်မှလွဲ၍ ဤသဘောတူညီချက်သည် အဖွဲ့ဝင်အသီးသီး၏အကျိုးအတွက် ပြုစုထားသည်။

၁၄.၁၁ ဆက်လက်အတည်ဖြစ်နေခြင်း

ဤသဘောတူညီချက်ကိုဖျက်သိမ်းခြင်း၊ သက်တမ်းကုန်ဆုံးခြင်းသည် အဖွဲ့ဝင်များအပေါ် သဘောတူညီချက်ဖျက်သိမ်းပြီးသည့်နောက်ပိုင်း အပိုဒ် ၉၊ ၁၃.၂၊ ၁၄.၁ နှင့် ၁၄.၇ အရ ဆက်လက်အတည်ဖြစ်နေရမည်။

၁၄.၁၂ တရားဝင်ဘာသာစကား

ဤသဘောတူညီချက်ကို အင်္ဂလိပ်ဘာသာ၊ မြန်မာဘာသာဖြင့်ပြုစုရမည်၊ အကယ်၍အဓိပ္ပါယ် ကွဲလွဲမှုရှိပါက အင်္ဂလိပ်ဘာသာဖြင့်စာချုပ်ကလွှမ်းမိုးရမည်။

၁၄.၁၃ ဆက်ခံသူများနှင့်တာဝန်ပေးခံရသူများ

ဤသဘောတူညီချက်သည် ဆက်ခံသူများနှင့်တာဝန်ပေးခံရသူများအပေါ် တရားဝင်အတည် ဖြစ်သည်။

၁၄.၁၄ သဘောတူအတည်ပြုချက်ကို မဆိုင်းငံ့ရ၊ မကြန့်ကြာစေရ

သီးခြားပြဋ္ဌာန်းချက်နှင့်ပတ်သက်ပြီး တနည်းအားဖြင့် ပြဋ္ဌာန်းမထားလျှင်၊ အဖွဲ့ဝင်တစ်ဦး၏ လက်ခံကြောင်း၊သဘောတူချက်သို့မဟုတ်အတည်ပြုချက်လိုအပ်သည့်အခါတိုင်းယင်းလက်ခံ ကြောင်း၊ သဘောတူချက် သို့မဟုတ် အတည်ပြုချက်ကို မလိုအပ်ဘဲ ယင်းအဖွဲ့ဝင်က မဆိုင်းငံ့ရ သို့မဟုတ် မကြန့်ကြာစေရ။

၁၄.၁၅ သဘောတူညီချက်၏အစိတ်အပိုင်းဖြစ်ခြင်း

စီမံကိန်းနေရာမြေပုံ၊ မြေပိုင်ဆိုင်မှု၊ စာရွက်စာတမ်းများနှင့် တည်ရှိသည့်အဆောက်အဦး တည်နေရာများအပါအဝင် ဇယား (၁) တွင်ပူးတွဲပါသည့် စီမံကိန်းနေရာဖေါ်ပြချက်သည် ဤသ ဘောတူညီချက်၏အစိတ်အပိုင်းဖြစ်သည်။

အောက်ပါသက်သေများရှေ့တွင် အဖွဲ့ဝင်များသည်တရားဝင်ချီနှောင်ရန်ရည်ရွယ်ချက်ဖြင့် ဤသဘော တူညီချက်ကို အထက်ဖော်ပြပါ နှစ်၊ ရက်တွင် ယင်းတို့၏တရားဝင်ကိုယ်စားလှယ်များက လက်မှတ် ရေးထိုးကြသည်။

ဇယား (၁)

စီမံကိန်းနေရာဖော်ပြချက်

ဇယား (၂)

လုပ်ပိုင်ခွင့်ပြုသည့်ဖေါ်ပြချက်

လက်မှတ်များ

အငှားချထားသူ

မွန္တလေးတိုင်းဒေသကြီးအစိုးရအဖွဲ့

ကိုယ်စားပြုသူ ....

အမည် ....

ရာထူး ....

စီမံကိန်းကုမ္ပဏီ

CONVALT ENERGY MYANMAR CO., LTD.

ကိုယ်စားပြုသူ ....

အမည် ....

ရာထူး ....

သက်သေ

လက်မှတ် ....

အမည် ....

ရာထူး ....

MEMORANDUM OF UNDERSTANDING
FOR
THE ESTABLISHMENT OF A SOLAR POWER PROJECT IN MYANMAR

This Memorandum of Understanding (hereinafter referred to as "MOU") signed and delivered in Mandalay Region, the Republic of the Union of Myanmar, on the 8th day of February., 2013 by and between:

Mandalay Region Government of Mandalay, Myanmar (hereinafter referred to as "MRG" which expression shall mean and include its successors and permitted assigns) represented for the purposes of this MOU by **Dr. Myint Kyu** of the one part:

And

ACO Investment Group LLC of 475 Park Avenue South, 32nd Floor, NY 10016, USA (hereinafter referred to as "ACO", which expression shall mean and include its successors and permitted assigns) represented for the purposes of this Agreement by **Hari Achuthan** of the other part.

Each of MRG and ACO are hereinafter sometimes referred to separately as a "Party" and collectively as the "Parties".

WITNESSETH:

WHEREAS, ACO intends to establish a special purpose company to develop a solar farm power project in Mandalay Region, Myanmar to deliver up to 1000MW of electricity to the residents and region of Mandalay and greater Myanmar (hereinafter referred to as the "**Project**") using solar power in an environmentally conscious manner and is guided by a sharp focus on its core values: a relentless pursuit of innovative solutions to complex problems, a drive to deliver operational excellence with each and every task, and a desire to build strong partnerships within the societies ACO serves; and

WHEREAS, MRG desires to develop the power industry in Mandalay and is therefore wholly supportive of, and will render all necessary assistance to ACO to develop, the Project, including as set out in this MOU and definitive agreements to be made between, among others, MRG and ACO; and

WHEREAS, the Parties commit to enter into an agreement that identifies additional assistance to be rendered by MRG to ACO and the Project.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. MRG agrees to assist ACO to develop the Project on the terms summarised in this MOU and such other additional agreements as the Parties shall execute.

2. MRG shall make reasonable efforts to: (i) provide suitable land and easements (as identified by ACO) needed for the Project's solar farm and local offices, provide and/or procure all necessary clearances and approvals from the local government and any other governmental authorities in Myanmar and commission or cooperate with ACO in commissioning a bankable feasibility study and, if necessary, an environmental and social impact assessment, in order, among other objectives, to obtain the necessary investment certificates, approvals and funding for the Project, (ii) assist in the ongoing operation and maintenance and implementation of the strategic plans and decisions of the Project, (iii) assist the Project in continuously improving its performance, (iv) purchase power from the Project on a long term basis of a minimum of 25 years and at a minimum energy output charge of US$0.18 per kilowatt-hour, subject to terms to be set out in a power purchase agreement ("**PPA**"), (v) extend to the Project any more favourable terms accorded to any other solar power producer in the Mandalay Region at any time during the pendency of the PPA, and (vi) provide such assistance as ACO may from time to time reasonably request.

3. ACO shall make reasonable efforts to: (i) secure and manage the necessary equity and/or debt capital from investors and lenders and (ii) assist in the design and construction planning, managing the contractors and their progress while monitoring project implementation, and developing the strategic plans and decisions and the implementation and execution thereof for the Project, ensuring the successful execution of the planning and construction of the Project and (iii) establish a power generation company in Myanmar to build, own and operate the Project and, subject to the PPA, supply solar power to MRG.

4. ACO and MRG agree to work in good faith expeditiously and exclusively towards the execution of the Project consistent with the terms set forth in this MOU. MRG agrees that it will not, for a period of 18 months after the date of this MOU, negotiate or sign any other memoranda or definitive agreements for the development or supply of solar power to or in the Mandalay Region or undertake or assist any projects likely to compete with the Project.

5. Except as required by applicable law, neither ACO nor MRG will disclose the terms of this MOU, or any information relating to the Project, or the actual or proposed assets, business or properties of the Project, to any person other than their respective officers, directors, managers, accountants and attorneys, Government authorities, and potential investors in the Project.

6. Both Parties acknowledge and agree that the violation of this MOU may cause irreparable harm and that money damages may be an insufficient remedy for any actual or threatened breach of this MOU by the violating Party or any of its affiliates or any director, officer, employee, agent or other representative, including, without limitation, any accountant, attorney, consultant or financial advisor (each such director, officer, employee, agent,

accountant, attorney, consultant, financial advisor or other representative, a "**Representative**") and that without prejudice to the rights and remedies otherwise available to the non-violating Party, the non-violating Party shall be entitled to seek equitable relief by way of injunction, specific performance or otherwise if the violating Party or any of its affiliates or Representatives breaches or threatens to breach any of the provisions of this Agreement. If a tribunal or a court of competent jurisdiction determines that this Agreement has been breached by the violating Party or any of its affiliates or Representatives, the violating Party shall reimburse the non-violating Party for its reasonable costs and expenses (including reasonable and documented legal fees and expenses incurred in connection with all such proceeding).

7. This MOU will become effective upon signature by each of the Parties. It may be modified or amended by written agreement signed by both Parties. Unless otherwise terminated by one of the Parties, this Agreement shall terminate at the end of [18] months from the date of signature unless revised or extended at that time by written agreement of the Parties. This MOU may be terminated at any time by either Party upon the issuance of two months' written notice to the other Party. The Parties will review quarterly the provisions of this Agreement and its implementation.

8. As considerable time and expense will be devoted by ACO and MRG with respect to the capitalization of the Project expected to be in excess of US$500,000,000, the four immediately preceding paragraphs of this MOU shall have legal force and shall be binding on ACO and MRG until such capitalization is consummated. No other legally binding contractual or financial obligations will be created until definitive agreements, including the PPA, are executed and delivered by all Parties.

9. This MOU shall be governed in all respects by the laws of Myanmar.

10. If any dispute arises under this MOU, the parties will seek to settle the same by amicable negotiation. If such dispute is not resolved by such negotiation within 30 days, either Party may refer the dispute to be finally resolved by arbitration in accordance with the 1944 Arbitration Law of Myanmar.

In WITNESS WHEREOF, the undersigned being duly authorized, have signed this MOU:

For and on behalf of
MANDALAY REGION GOVERNMENT

Sign ________ 8.2.2013

Name: Dr. Myint Kyu

Position: Minister for Electric & Industry

Dated: February 8, 2013

For and on behalf of
ACO INVESTMENT GROUP LLC

Sign ________

Name: Hari Achuthan

Position: Managing Director & CEO

Dated: February 8, 2013

In the presence of

Sign ________ 8.2.2013

Name: Daw Aye Aye Min

Position: Divisional Engineer, ESE

Dated: February 8, 2013

8/2/2013

Sign ________

GREAT CHANCE CO., LTD.

Name: Kyaw Min Oo

Position: Executive Director, Great Chance Group

Dated: February 8, 2013

MEMORANDUM OF AGREEMENT

BETWEEN

THE GOVERNMENT OF THE REPUBLIC OF
THE UNION OF MYANMAR
MINISTRY OF ELECTRIC POWER
DEPARTMENT OF ELECTRIC POWER

AND

CONVALT ENERGY LLC & ACO INVESTMENT
GROUP LLC
UNITED STATES OF AMERICA

FOR

BUILD, OPERATE AND TRANSFER OF
SOLAR POWER PLANTS
(MANDALAY REGION)

28th AUGUST, 2014

MEMORANDUM OF AGREEMENT

Between

Department of Electric Power

And

Convalt Energy LLC,

ACO Investment Group LLC

For the Build, Operate and Transfer of

Solar Power Plants (Mandalay Region), Myanmar

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as "**MOA**") is entered into on this ________ day of August 2014 by and between:

DEPARTMENT OF ELECTRIC POWER (hereinafter referred to as "**DEP**") which shall include its successors and permitted assigns; under the Ministry of Electric Power (hereinafter referred to as "**MOEP**") of the Government of the Republic of the Union of Myanmar (hereinafter referred to as "**GOM**"), **Convalt Energy LLC** (hereinafter referred to as "**CONVALT**"), which shall include its legal representatives, successors, and permitted assigns and **ACO INVESTMENT GROUP LLC** (hereinafter referred to as "**ACO**"), which shall include its legal representatives, successors and permitted assigns.

Upon signature of this MOA by representatives of DEP, CONVALT and ACO, this MOA shall come into force with immediate effect.

DEP which has been duly constituted under the laws of Republic of the Union of Myanmar and with its office address at Office Building No. 27, Nay Pyi Taw, Myanmar, as the first party; and

CONVALT, a company organized and existing under the laws of the State of Delaware, United States (hereinafter referred to as "**United States**"), with its head office at 475 Park Avenue South, 32nd Floor, New York, NY 10016, United States, as the first developer;

ACO, a company organized and existing under the laws of Delaware, United States (hereinafter to as "**United States**"), with its head office at 475 Park Avenue South, 32nd Floor, New York, NY 10016, United States, as the second developer;

CONVALT and ACO shall be referred to individually as a "**Project Developer**" and collectively as the "**Project Developers**" or "**Second Party**".

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DEP (First Party) and Project Developers (Second Party) shall be referred to individually as a "**Party**" and collectively as the "**Parties**".

WHEREAS:

A ACO, CONVALT and Mandalay Regional Government entered into a Memorandum of Understanding dated February 8, 2013 (the "**MOU**") in connection with development of 1000MW of solar power projects (hereinafter referred to as "**Power Plant**") to be constructed and operated in the region of Mandalay, Myanmar, in order for the MOEP of Myanmar to increase the power generation in the Myanmar and to supply electric power to residents of Myanmar (hereinafter referred to as "**MYANMAR**");

B After signing the MOU, ACO and CONVALT have conducted feasibility studies and environmental and social impact assessments of the Power Plant (collectively, hereinafter referred to as the "**FSR**") and ACO intends to participate in the Project together with CONVALT for the development of the Power Plant on a Build, Operate and Transfer (BOT) basis.

C The Parties hereby enter into this MOA for the purpose of memorializing the general principles that have been agreed upon by the Parties and to set forth the major terms and conditions regarding the implementation of the Project. This MOA shall serve as the basis for the establishment of the Project Companies (defined below) in the future, and of negotiations on other agreements related to the Project among the Parties. Project Companies shall be set up immediately after getting approval of Myanmar Investment Commission.

NOW, THEREFORE each of the parties hereby agrees as set forth below.

ARTICLE I. DEFINITION

1.1 "**Project** " shall mean minimum of 300MW of Solar Power Plants whose locations in Mandalay Region, Myanmar are identified in Section 3.2 (d), which falls in the development planning conducted by Project Developers based on the MOU and the survey. design and construction according to below mentioned specifications, operation, management and maintenance of Power Plant, as well as its ancillary facilities.

1.2 "**Concession Rights**" shall mean the rights granted to the Project Companies for the development and utilization of the Project on a Build-Own-Transfer (BOT) basis to the Project Companies pursuant to this MOA, agreed hereupon. The Concession Rights shall include, but not be limited to, the following rights to:

(a) Hold and dispose of the profits of the Project Companies;

(b) Register, operate and maintain the Project Companies;

(c) Plan, develop, survey, design, invest, construct, supervise, operate, maintain, and manage the Project;

(d) Obtain, maintain and renew the licenses, consents, approvals and authorization necessary for the performance and operation of the Project;

(e) Use of the Site and make determination on all issues relating to the Site for the purpose of implementing the Project including in relation to the ancillary facilities in accordance with the agreed upon conditions of use as provided in this MOA;

(f) Sell all electricity generated under the Project to MOEP as stated in this MOA;

(g) Use and exercise its rights in connection with its water concession rights;

(h) Entrust rights and duties relating to the construction of the transmission line connected to the National Grid;

(i) Use of the roadways and highways as needed to gain ingress to and egress from the Power Plant and ancillary facilities; according to the rules and regulation allowed by the Authorities Concern.

(j) Transport into and from the Site equipment and machinery as necessary; according to the rules and regulation allowed by the Authorities Concern.

(k) Announce and distribute dividends of the Project Companies.

(l) Auxiliary facilities in relation to the Project, including necessary communication facilities, construction camp facilities such as project access road, concrete batching plant, metal structure workshop, fabrication shop, warehouses, camp water supply, Petroleum, Oil and Lubricant (POL) yard, and medical facilities made in accordance with the existing laws.

1.3 "**Project Companies**" shall mean the independent legal entities to be registered in Myanmar in accordance with The Myanmar Companies Act for the purpose of the Project and the Project Companies shall follow the changes in Myanmar Foreign Investment Law from time to time. The Project Companies, after their establishment, shall be entitled to all Concession Rights granted under this MOA.

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1.4 **"Construction Period"** shall be a period not exceeding thirty six (36) months commencing from the date of signing of this MOA excepting Force Majeure as stipulated in Article (8) of this MOA.

1.5 **"Operation period"** shall be for a period of thirty (30) years, commencing from the date of commercial operation of the Power Plant.

1.6 **"Concession period"** shall mean the period starting from the date of signing of this MOA and until the termination of the Operation Period.

1.7 **"Project Term"** shall mean the time period starting from the signing date of MOA till the termination of Concession Period of the Project.

1.8 **"Sites"** shall mean the area prescribed for use of the Project as agreed by all parties.

ARTICLE II. GENERAL AGREEMENT

2.1 The Project Developers agree to implement the Project by participating in the survey, design, construction, operation, management and maintenance of the Power Plant and its ancillary facilities by establishing project companies (the "**Project Companies**") as independent legal entities to be registered in Myanmar in accordance with the relevant laws of the Republic of the Union of Myanmar for the purposes of implementing the Project.

2.2 The MOEP shall grant concession rights (the "**Concession Rights**") to implement the Project on a Build-Own-Transfer (BOT) basis to the Project Companies pursuant to this MOA, which rights shall come into effect as of the date hereof and remain in valid effect until the end of the "**Concession Period**".

2.3 The time period for constructing the Power Plant (the "**Construction Period**") shall not exceed thirty six (36) months commencing from the date of this MOA except as extended by the mutual agreement of the Parties, and except further, in the case of the occurrence of Force Majeure as stipulated herein. The first unit of the Power Plant will be tried to be in commercial operation on the date of May 1, 2015 provided that all the necessary negotiations to relevant contracts including but not limited to Power Purchase Agreement shall be concluded by and between the Project Developers and MOEP by September 30th, 2014.

2.4 The Project Companies will conduct commissioning and performance testing of the completed Power Plant during a period of Six (6) months (the "**Testing Period**") after the Construction Period. The Parties will engage in the operation of the Power Plant

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for a period of thirty (30) years (the "**Concession Period**") beginning from the start in commercial operation of the Power Plant.

2.5 The specifications of the Power Plant shall be as follows:

Capacity:	150MW Solar farm in Nabuaing Township, Myingyan District and 150MW in Wun Dwin Township, Meiktila District in Mandalay Region
Fuel:	Solar Irradiation
Site:	Multiple Locations in Mandalay Region, Myanmar (the "**Site**")

The ancillary facilities include:

(a) The construction of 230 kV transmission lines of approximately 29 miles in length from Nabuaing to Myingyan and 3 miles from Wun Dwin to Thapyewa across Mandalay Region, and its ancillary facilities as indicated in Section 3.2 (c) and 3.2 (d); and

(b) The modification of 230kV Substations, and its ancillary facilities in Belin and Thapyewa as indicated in Section 3.2 (c) and 3.2 (d)

2.6 The Project Developers shall commence the negotiation of the Power Purchase Agreement (defined below) with the MOEP upon the execution of this MOA. The Parties shall use their best efforts to enter into the foregoing agreements by no later than September 30th2014 if possible.

2.7 A power purchase agreement (the "**Power Purchase Agreement**") with Myanma Electric Power Enterprise (hereinafter referred to as "**MEPE**") under MOEP in its capacity as the purchaser (the "**Power Purchaser**"), pursuant to which the Project Companies will sell its electric generating capacity and electric power generated by the Project Companies to the Power Purchaser.

2.8 The price of the power (the "Tariff") shall be at the rate that is calculated using the financial modeling section of the FSR. It shall be also subject to adjustment depending on external factors affecting returns on investment including but not limited to the rate of inflation and changes in the commercial tax rate in effect after the exemption period, increase/decrease in operating costs, foreign exchange rate fluctuations, and increase/decrease in costs and expenses resulting from changes in relevant laws. The Tariff calculated based on the FSR is 13 US Cents / kWh

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2.9 The Power Purchase Agreement shall be based on a "take or pay" basis and the minimum availability shall be specified in the "Power Purchase Agreement".

2.10 The concession period for the Power Purchase Agreement shall be thirty (30) years provided that major terms of the Power Purchase Agreement may be annually modified by the mutual agreement of the Parties to the Power Purchase Agreement.

2.11 Mandalay Region Government shall provide the **"Site"** to the **"Project Companies"** for the Power Plant. The Project Companies shall enter the Land Lease Agreement (the **"Land Lease Agreement"**) with Mandalay Regional Government.

2.12 Both parties agree to use USD in Monetary Transaction for the project.

ARTICLE III. GENERAL OBLIGATIONS OF THE PARTIES

3.1 Responsibilities of the DEP of MOEP

In order to facilitate the investments to be made by the Project Developers in relation to the Project as contemplated under this MOA, the MOEP shall provide all support necessary for the implementation of the Project to the Project Developers, including but not limited to the following.

(a) Upon the execution of this MOA, establish the Project Companies as the concessionaires of the Project on a Build-Own-Transfer (BOT) basis during the Concession Period.

(b) Assist to procure that all necessary measures are put in place to ensure that the Project Developers will be able to recover and repatriate their investment costs plus a reasonable profit on their investment from the revenue generated from the Project.

(c) Ensure that the Project Companies have proper access to the use of relevant infrastructure including but not limited to access to sufficient water, utility, airport, sea port, rivers, etc.

(d) Provide all necessary information and data requested by the Project Developers in connection with their investment in Myanmar and/or their implementation of the Project in a timely manner

(e) Provide all other assistance to the Project Developers as may become necessary and appropriate in connection with the implementation of the Project including, without limitation granting of or obtaining necessary

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governmental approvals or licenses necessary to engage in the development, construction, operation, maintenance and management of the Project.

3.2 Responsibility of Project Developers

(a) The Project Developers shall plan, survey, and design the project, obtain, maintain all necessary permits and licenses from the Myanmar Government as necessary for implementation of the project. Arrange the necessary equity investment and debt financing, manage for the construction, operation, management and maintenance of the Power Plant and the Project.

(b) Project Developers will submit the Detailed Project Report (hereinafter referred to as "DPR") including Environmental and Social impact Assessment Report of the Project to DEP within two (2) months after singing the MOA. Recommendation and approval of DEP on DPR shall be responded within two (2) months after receiving of DPR. Preconstruction preparation works of the Project shall be started within one (1) month upon singing MOA.

(c) The Project Developers shall construct a new 230 kV Substation in each solar farm location and connect from the new Power Plant to the existing 230 kV Substations and modify the existing 230 kV Substations in Thapyewa and Belin. The transmission lines will be built according to the requirements of MEPE including installing only new equipment.

(d) Start implementation of the Project after signing the PPA and financial closing, in Wun Dwin Township, Meikthila District, Mandalay Region also referred to as Location #1, with an installed capacity of 150MW in two stages immediately described below, and in Nabuaing Township, Myingyan District, Mandalay Region also referred to as Location #2, with an installed capacity of 150MW in two stages immediately described below:

Stage 1: 100MW each in Location 1 and Location 2
Stage 2: 50MW each in Location 1 and Location 2

(e) Develop the necessary designs and plans for construction, managing the contractors and their progress while monitoring project implementation, and developing the strategic plans and decisions for the implementation and execution thereof for the Project, ensuring the successful execution of the planning and construction of the Project

(f) Establish a power generation company in Myanmar to Build, Operate and Transfer the Project and, subject to the PPA, supply solar power to MEPE.

(g) The Project Companies shall transfer their rights under the Project to the MOEP after the expiry of the Concession Period.

(h) Upon establishing the Project Companies, the Project Developers will concede its concession right obtained as set forth in this MOA to the Project Companies.

ARTICLE IV. TAXES AND DUTIES

4.1 The Project Companies shall be subject to taxation and levied on and payable by the Project Companies or any authorized person who is liable to pay any taxes under the existing relevant laws; rule and regulation at that time:

4.2 In accordance with the economical analysis of conducted in relation to the Project, exemption, relief and easements shall be subject to approval of the Government of the Republic of the Union of Myanmar.

ARTICLE V. CONFIDENTIALITY

5.1 Each Party will keep confidential, and will cause its directors, officers, employees, agents and representatives to keep confidential, all information relating to this MOA and all information obtained in connection with this MOA relating to the business of the other Parties.

ARTICLE VI. GOVERNING LAW

6.1 This MOA and all disputes arising out of or in connection with this MOA shall be governed by and interpreted under and construed and enforceable in accordance with the laws of the Republic of the Union of Myanmar.

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ARTICLE VII. DISPUTE SETTLEMENT

7.1 The Parties shall use their best efforts to resolve or settle all disputes which may arise out of or in connection with this MOA through good faith discussions and negotiations between the Parties which shall be conducted in the English language. In case the issue remains to be settled, it shall be settled by arbitration. The arbitration proceedings shall be in accordance with the provisions of the **UNCITRAL Rules**. The venue of arbitration shall be in a country where the Parties to this MOA mutually agree.

ARTICLE VIII. FORCE MAJEURE

8.1 If either party is temporarily rendered unable, wholly or in part by force majeure to perform its duties or accept performance by the other party under this MOA, it is agreed that the affected party gives notice to the other party within fourteen (14) days after the occurrence of the cause relied upon giving full particulars in witting of such force Majeure. The duties of each party as are affected by such force majeure shall with the approval of other party be suspended during the continuance of the inability so caused, but for no longer period, and such cause shall as far as possible be removed with all reasonable dispatch. Neither party shall be responsible for delay damage or loss caused by force majeure.

8.2 The term " **Force Majeure**" as employed herein shall mean Act of God, Restrain of a Government, wars, riots, revolutions, strikes, lockouts, industrial disturbances, explosions, earthquakes, floods, fires, labor disturbances, Lightning Storms and any other causes similar to the kind herein enumerated which are beyond the control of either party and which by the exercise of due care and diligence either party is unable to overcome.

ARTICLE IX. TERM AND TERMINATION

9.1 This MOA shall be commenced and effective on the date of signing and shall remain in force until the earlier date of the occurrence of the following events:

- Execution of the Build, Operate and Transfer and execution of the Power Purchase Agreement.

9.2 This MOA may be terminated giving notice in writing upon the occurrence of one of the following events:

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- By any Party, if any other Party shall commit a material breach of any of its obligations under this MOA that shall not be remedied within [ninety (90)] days from the giving of written notice requiring said breach to be remedied;
- By any Party, if an event of insolvency occurs with respect to a Party;
- By any Party in the event of the occurrence of Force Majeure; or
- By the mutual consent of the Parties, with the serving of 6 months prior notice by either party.

9.3 Termination of this MOA shall be without prejudice to the accrued rights and liabilities of the Parties at the date of termination, unless waived in writing by agreement of the Parties.

9.4 Notwithstanding anything to the contrary herein, each of CONVALT and ACO shall be allowed to immediately withdraw from this MOA in the case where such Project Developer fails to obtain an investment approval from its investment review committee for any reason. Such Project Developer shall be discharged from its rights and liabilities accrued under this MOA as of the date of such withdrawal from this MOA.

9.5 The obligations contained in Article V entitled "Confidentiality" shall survive after the termination of this MOA for a period of one (1) year.

ARTICLE X. MISCELLANEOUS

10.1 All notices, demands, requests, consents or other communications hereunder shall be in writing and shall be given by personal delivery, by express courier, by registered or certified mail with return receipt requested, or by facsimile or electronic mail, to the Parties at the addresses shown below, or to such other address as may be designated by written notice given by any Party to the other Parties. Unless conclusively proved otherwise, all notices, demands, requests, consents or other communications hereunder shall be deemed effective upon delivery if personally delivered, [five (5)] days after dispatch if sent by express courier, [ten (10)] days after dispatch if sent by registered or certified mail with return receipt requested, or confirmation of the receipt of the facsimile or electronic mail by the recipient if sent by facsimile or electronic mail.

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10.2 The remaining Project Developers to this MOA will be responsible for seeking a new Project Developer as the substitute for the withdrawing Project Developer. The remaining Project Developers will guarantee that there will be no undue delay or loss caused to this Project as a result of the withdrawal and substitution of the Project Developers thereof. For these events of the withdrawal of a Project Developer, and seeking a new Project Developer, the remaining Project Developers will inform MOEP of and discuss such matter.

DEPARTMENT OF ELECTRIC POWER

of the Ministry of Electric Power

if given to DEP, be addressed to:

Department of Electric Power

Ministry of Electric Power

Building No.27, Nay Pyi Taw

Attention: U Khin Maung Win (Director General)

Telephone: + 95-67-410203

Fax: +95-67-410219

E-mail: depmmk@gmail.com

CONVALT ENERGY LLC

if given to CONVALT, be addressed to:

475 Park Avenue South, 32nd Floor

New York, NY 10016, United States

Attention: Mr. Hari Achuthan (Managing Director& CEO)

Telephone: +1.212.683.0400

Email: hari.achuthan@acoinvestment.com

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ACO INVESTMENT GROUP LLC

if given to ACO, be addressed to:

475 Park Avenuc South, 32nd Floor

New York, NY 10016, United States

Attention: Mr. Hari Achuthan (Managing Director& CEO)

Telephone: +1.212.683.0400

Email: hari.achuthan@acoinvestment.com

10.3 Neither this MOA nor any right or obligation arising under this MOA may be assigned by a Party, without the prior written consent of other Parties. Subject to the foregoing, this MOA will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns, and no other person will have any right, benefit or obligation under this MOA.

10.4 The Parties hereto agree that the provisions of this MOA prescribing the rights and obligations of the Project Companies shall have binding effect to the Project Companies as if the Project Companies were a party to this MOA, provided, subject to the acceptance of this MOA by the Project Companies.

10.5 Neither this MOA nor any provision hereof may be amended, modified, waived or discharged, except by an instrument in writing signed by all of the Parties.

10.6 The Parties will consult, coordinate and agree on the release of any press releases, announcements or responses to media inquiries concerning this MOA in advance of any such announcement. If a Party or its affiliate issues or wishes to issue or make such a press release, it shall not do so unless prior to its release, such Party furnishes to all other Parties a copy of such press release for their review and written approval (approval shall not be unreasonably withheld) and whose communication shall be provided in a timely manner, and the written approval of the Parties. The Party shall provide a copy of such press release and related background information the other Parties no later than [seven(7) days] where practicable, but in any event not less than [seventy-two (72) hours] prior to its planned release. Notwithstanding the foregoing, DEP and MOEP as representative of Myanmar Government shall have rights to conduct a press release without any kind of approval of other parties.

10.7 This MOA comprises the full and complete understanding of the Parties with respect to all the matters addressed in this MOA.

10.8 All communications made among the Parties shall be made in the English language.

10.9 This MOA is prepared and executed in the English language, and the English version of this MOA shall prevail over any translations prepared thereof into Myanmar or any other language.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this MOA to be executed by their respective duly authorized representatives as of the date first above written.

For and on behalf of

DEPARTMENT OF ELECTRIC POWER

U Khin Maung Win
Director General
Department of Electric Power

For and on behalf of

CONVALT ENERGY LLC and
ACO INVESTMENT GROUP LLC

Hari Achuthan
Managing Director & CEO

In the presence of

Daw Mi Mi Khaing
Deputy Director General
Department of Electric Power

Tord Thott
Analyst
ACO Investment Group LLC

U Aung Kyaw Oo
Chief Engineer (Power System)
Myanma Electric Power Enterprise

Michael Sein
Myanmar Legal Counsel for ACO

POWER PURCHASE AGREEMENT

By and between

MYANMA ELECTRIC POWER ENTERPRISE–

REPUBLIC OF THE UNION OF MYANMAR

and

[SELLER]

(Convalt Energy Solar Project)

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Exhibits

This **POWER PURCHASE AGREEMENT** (this "**Agreement**") dated this ____ day of _________ 2015 is made by and between [SELLER], a [private limited liability company] duly organized and existing under the laws of [ ] with its registered office at [ ] (hereinafter referred to as the "**Seller**"), and Myanma Electric Power Enterprise, a governmental body of the Republic of the Union of Myanmar with its registered office at Office Building No. 27, Nay Pyi Taw and represented by U Htein Lwin, Managing Director (hereinafter referred to as the "**MEPE**" which expression shall include its successors, legal representatives and permitted assigns, and, together with the Purchaser, the "**Parties**" and each a "**Party**").

RECITALS:

WHEREAS, MEPE is authorized by law to acquire sufficient electric power generation capacity and electric energy (where "**electric power**" may herein refer to either or both terms) from electric power production facilities, including solar electric power production facilities.

WHEREAS, the Seller desires to construct, own, operate and transfer two solar photovoltaic electric generating facilities each to be located at the Facility Sites in the Mandalay Region at Nabuaing and Wundwin, and this Agreement shall provide terms for the Facility Site at Nabuaing.

WHEREAS, the Seller desires to sell to MEPE all of the Energy Output (as defined below) generated by the Facility (as defined below), and MEPE desires to buy the same from the Seller on the terms and conditions contained herein.

WHEREAS, the Seller and MEPE wish to define their respective rights and obligations with respect to the Project.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions and Interpretation

1.1 Definitions. For the purposes of this Agreement, the following capitalized words, terms and phrases used specifically in this Agreement, including in the recitals, appendices, schedules, exhibits and attachments to this Agreement, shall have the meanings set forth in this Section 1:

"**Access Rights**" means:

(a) with respect to the New Transmission Facilities Site for the period commencing on the Effective Date and ending on the New Transmission Facilities Handover Date, the rights of way, irrevocable easements or other access rights required by the Seller for the purposes of constructing and completing the New Transmission Facilities;

(b) with respect to the Facility Site for the period commencing on the Effective date and ending on the last day of the Term, the lease rights of way, irrevocable

easements or other access rights required by the Seller for the purposes of ingress and egress including construction, completion, repair, modification and operation of the Facility.

"Account Balance" means the aggregate amount of cash held by the Seller as of the Calculation Date, including cash in hand, any balance held in any debt service reserve account, the net cash proceeds upon liquidation of any authorized investments made pursuant to the Financing Documents and the credit balance of any accounts maintained with any bank or other financial institution, whether inside or outside of Myanmar.

"Actual Average Annual Output" means the actual amount of average annual Energy Output generated by the Facility during any given 12-month rolling period.

"Affiliate" means, with respect to any person, any other person that, directly or indirectly, through one or more intermediaries, controls or is controlled by or is under common control with such person. For purposes of this definition, "control" means direct or indirect ownership of more than fifty percent (50%) of the outstanding capital stock or other equity interests having ordinary voting power.

"AGO Legal Opinion" means the legal opinion issued by the Office of the Attorney-General of the Republic of the Union of Myanmar in connection with this Agreement.

"Agreement" has the meaning given to that term in the Preamble, and, as provided in Section 1.1, includes all Exhibits, Schedules, Appendices, Attachments, Parts and Annexes hereto, as the same may be amended from time to time in accordance with the terms and conditions hereof.

"Allowable Curtailment" has the meaning given to that term in Section 5.4.

"Anchor Member" means Convalt Energy LLC.

"Approved Financial Institution" means a financial institution listed in Exhibit F (Approved Financial Institutions).

"Back-Up Meter" means the meter used to measure the achieved Energy Output of the Facility as described in Exhibit M (Metering, SCADA and Communication System).

"Back-Up Metering Devices" means the Back-Up Meter and associated devices as described in Exhibit M (Metering, SCADA and Communication System).

"Billing Dispute" has the meaning given to that term in Section 7.6.

"Billing Period" means each full calendar month in a Contract Year or, if shorter:

(a) the first Billing Period will be the period commencing on the Phase 1 Commercial Operation Date of the Facility and ending on the last day of the calendar month in which the Phase 1 Commercial Operation Date occurs; and

(b) the last Billing Period will be the period commencing on the first day of the calendar month in which the Term expires and ending on the day the Term expires.

"**BOOT**" means Build, Own, Operate and Transfer of the Facility whereby the Seller operates the Facility until the end of the Term as defined in Section 0, unless terminated earlier and then shall transfer the Facility to MEPE at no cost as defined in Exhibit N (Transfer Procedure).

"**Business Day**" means any day, excluding Saturday and Sunday and any other holidays designated by the Government of Myanmar and the Government of Singapore provided that in relation to (a) any date for payment in USD, it must also be a day on which banks are open for general business in New York; and (b) any date for a determination of LIBOR, it must also be a day on which commercial banks are open for general business including dealings in interbank deposits in London.

"**Calculation Date**" means the date that is 30 days prior to the applicable Transfer Date.

"**Change in Law**" means the occurrence of any of the following events after the execution of this Agreement:

(a) a change in or repeal of an existing Law;

(b) an enactment or making of a new Law; or

(c) a change in the manner in which a Law is applied or in the application or interpretation of a Law.

"**Effective Date**" means the Financial Close or Financial Effective Date.

"**Commercial Operations Certificate**" means Phase 1 Commercial Operations Certificate or the Phase 2 Commercial Operations Certificate or the Phase 3 Commercial Operations Certificate (as applicable).

"**Commercial Operation Date**" means the first day on which the Facility in its entirety is ready for regular, daily operation, has been connected to the Grid, and is capable of producing Energy Output in accordance with Good Utility Industry Practice, all as certified in writing by the Seller to MEPE which date must, in any event, be a date falling not later than the date falling five Business Days after MEPE has received the Commercial Operations Certificate.

"Companies Act" means the Myanmar Companies Act (1 April 1914).

"**Compensable Curtailment Energy**" has the meaning given to that term in Section 5.4(ii).

"**Completion Date**" means the date on which the Seller notifies MEPE that all the conditions precedent set forth in Schedule 1, Section D, relating to the Completion Date have been

satisfied or waived, and MEPE confirms or is deemed to have confirmed the satisfaction or waiver of such conditions precedent.

"Confirmation Statement" means a statement in the form set out in Exhibit P (Form of Confirmation Statement) confirming the capability of the Facility to provide applicable Availability and the other applicable Operating Characteristics set out in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

"Connection" means the physical connection between the Facility and the System at the Interconnection.

"Construction Commencement Date" means:

(a) if there is only one EPC Contract for the Facility, the date on which a final notice to proceed is issued under that EPC Contract; or

(b) if there is more than one EPC Contract for the Facility, the first date on which a final notice to proceed is issued under an EPC Contract for the Facility.

"Construction Security" has the meaning given to that term in Section 16.2(b).

"Contracted Capacity" "Contracted Capacity" shall mean a minimum of 150MW AC where the Seller will install 180MW DC of photovoltaic panels.

"Contract Year" means:

(a) for the first Contract Year, the period commencing on the Phase 1 Commercial Operation Date and ending on the immediately following 31 March;

(b) for each subsequent calendar year (other than the last calendar year of the Term), each period commencing on 1 April and ending on 31 March of the relevant calendar year; and

(c) for the last Contract Year, the period commencing on 1 April and ending on the last day of the Term.

"Control Center" means the relevant national or regional control center responsible for the Despatch and control of the System.

"Credit Support" means collateral in the form of an irrevocable and unconditional letter(s) of credit issued by Myanma Foreign Trade Bank (and advised, or otherwise issued, by a financial institution as contemplated by Section 16.1) in the form of Exhibit J (Letter of Credit Format) or otherwise in a form reasonably acceptable to the Seller, in each case expiring on 31 March of each year (other than with respect to the last Credit Support to be issued during the Term which is to expire on the last day of the Term or, if later, the date on which any amounts which may be payable by way of a drawing under the Credit Support have been irrevocably paid in full).

"Cure Period" has the meaning given to that term in Section 10.3(b)(ii).

"Curtailed Potential Energy" has the meaning given to that term in Section 5.4(i).

"Defaulting Party" means a Party that is the subject of an Event of Default.

"DCS" means the distribution control system for the Facility.

"Delivery Arrangements Agreement" has the meaning given to that term in Section 4.2.

"Dependable Contracted Capacity" means the Phase 1 Dependable Contracted Capacity or the Phase 2 Dependable Contracted Capacity or the Phase 3 Dependable Contracted Capacity (as applicable) for the Facility or ~~both~~each of them collectively.

"Default Rate" means a per annum rate equal to LIBOR plus two per cent.

"Despatch" means the despatching of electricity from the Facility and the delivery of electricity into the Grid.

"Disclosing Party" has the meaning given to that term in Section 20.1.

"Dispute" has the meaning given to that term in Section 12.1.

"Dollars", **"US Dollars"**, **"$"**, **"USD"** or **"US$"** means the lawful currency of the United States of America.

"Early Termination" has the meaning given to that term in Section 2.1.

"Effective Date" means date on which all provisions of this Agreement (other than Section 2.4 and Schedule 1, which take full force and effect on the Execution Date) take full force and effect, which date will be the later of:

(a) the date on which the Seller issues a notice to MEPE confirming the satisfaction or waiver of the conditions precedent to the Effective Date to be provided to it by MEPE pursuant to Schedule 1; and

(b) the date on which MEPE issues a notice to the Seller confirming the satisfaction or waiver of the conditions precedent to the Effective Date to be provided to it by the Seller pursuant to Schedule 1.

"EIA" means the environmental impact assessment for the Project prepared by the Seller in accordance with applicable Law

"Emergency Condition" means a condition or situation that in MEPE's reasonable judgment is likely to cause (i) an imminent physical threat of danger to life, health or property or (ii) a significant disruption to the System that would adversely affect MEPE's ability to meet its obligation to provide safe adequate and reliable supply of electricity to its customers.

"Energizing Date" means the earlier of:

(a) the date (if any) agreed by MEPE and the Seller to be the energizing date; and

(b) the date on which the MEPE Energizing Certificate is issued (or deemed to be issued under the terms of this Agreement).

"Energy Output" means the amount of electrical energy generated by the Facility and delivered at the Point of Delivery as measured in accordance with the terms of this Agreement, such Energy Output for any yearly period or portion thereof anticipated to be consistent with the estimated energy generation for the Facility set out in Exhibit I (Yearly Energy Output Estimates) for the corresponding period.

"Energy Payment(s)" means, for any Billing Period, the compensation for the Energy Output determined by multiplying the rate per kWh specified in Section 6.1 by the Energy Output actually achieved (or deemed achieved) during such Billing Period.

"EPC Contract" means the lump sum turnkey contract to be entered into on or before the Effective Date by and between the Seller (whose rights and obligations will be novated to the Project Company on or before the Effective Date) and the EPC Contractor, for the engineering, design, manufacture, supply, procurement, transportation, erection, construction, installation, testing, commissioning and warranty of the Facility, the Interconnection Facilities and associated interfaces.

"EPC Contractor" means the contractor hired, for the engineering, design, manufacture, supply, procurement, transportation, erection, construction, installation, testing, commissioning and warranty of the Facility, the Interconnection Facilities and associated interfaces.

"Equity" means the capital of the Seller contributed or caused to be contributed by the Shareholders or their Affiliates in respect of their investment in the Seller (including share capital, Shareholder Loans and Equity Bridge Loans) less any such amounts subsequently financed or refinanced as Senior Debt.

"Equity Bridge Loans" means indebtedness for borrowed money incurred by the Seller from a third party and guaranteed by a Shareholder or an Affiliate of a Shareholder which by its terms is subordinated to any indebtedness for borrowed money incurred by the Seller under any Financing Document.

"Equity Distributions" means any amounts distributed by the Seller prior to the Calculation Date in respect of Equity in the form of dividends or payments of interest or principal on Shareholder Loans and Equity Bridge Loans.

"Event of Default" has the meaning given to that term in Sections 10.1 and 10.2, as applicable.

"Execution Date" means the execution date of this Agreement as first written above.

"**Expert**" means any person appointed by agreement between the parties pursuant to Section 12.3(a).

"**Facility**" means the Seller's solar photovoltaic generating facility, which is more particularly described in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map), together with all materials, equipment, systems, structures, features and improvements necessary to produce and deliver electricity energy at such facility, excluding the Site, land rights and interests in land.

"**Facility Site**" or "**Site**" means the land on which the Facility is, or will be when constructed, located.

"**Facility Operator**" means the company providing operations and maintenance services for the Facility

"**Facility Substation**" means the facilities located at the Interconnection.

"**Facility Transmission Line**" means the 230 kV twin bundle double circuit transmission line connecting the Facility substation to the MEPE substation as more fully described in Exhibit D[1] (New Transmission Facilities), which Facility Transmission Line shall upon completion constitute the property of the Seller and shall not constitute a part of the New Transmission Facilities conveyed to MEPE on the New Transmission Facilities Handover Date.

"**Final Confirmation Statement**" means a Confirmation Statement that has been approved by the Parties, that is deemed to have been approved in accordance with Section 7.10(c) or that has been approved by a final decision of an Expert pursuant to Section 7.10(d).

"**Financial Close**" Security" has the meaning given to that term in Section 16.2(a).

"**Financial Effective Date**" means the date upon which the Financing Documents in the aggregate covering the total costs of implementing the Project as specified in the bankable feasibility study or the Seller's financing plan, shall have been signed and are in full force and effect and funds are committed and available to be drawn thereunder.

"**Financing Documents**" means any and all loan agreements, notes, bonds, indentures, security agreements, direct agreements, registration or disclosure agreements, export credit agency agreements, guarantees or insurance policies, subordination agreements, mortgages, deeds of trust, credit agreements, intercreditor agreements, note or bond purchase agreements, hedging agreements, participation agreements and other documents entered into by the Seller or the Project Company relating to, among other things, the financing of the engineering, procurement, construction, ownership, operation and maintenance of the Facility, the

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[1] The transmission line to the Facility Substation does not appear to be adequately described in Exhibit D. Please provide more detail, either in this definition or in Exhibit D (although Exhibit D seems to only cover the transmission facilities intended to be conveyed to MEPE on the handover date).

Interconnection Facilities, the New Transmission Facilities and any other aspect of the Project provided by any Financing Party, including but not limited to any modifications, supplements, extensions, renewals and replacements of any such financing or refinancing.

"Financing Party" means any person or persons providing financing or refinancing under the Financing Documents to the Seller or the Project Company, and their permitted successors and assigns, including any agent or trustee for such person or persons.

"Force Majeure" has the meaning given to that term in Section 13.1.

"Force Majeure Grace Period" means (x) with respect to any Governmental Force Majeure affecting either Party or any Force Majeure (other than Governmental Force Majeure) affecting MEPE in either case occurring prior to a Commercial Operation Date and delays the occurrence of the relevant Commercial Operation Date past the relevant Scheduled Commercial Operation Date, a period of up to 14 days after the relevant Scheduled Commercial Operation Date of the Facility; and (y) with respect to any Force Majeure (other than Governmental Force Majeure) affecting MEPE after the Phase 1 Commercial Operation Date, a period of up to 14 days after the date on which notice of the relevant Force Majeure was first given under Section 13.3 (Notice of Force Majeure and Consequences); provided that in the case of either clause (x) or (y), that the aggregate maximum number of days constituting a Force Majeure Grace Period:

(i) during any single calendar year, will not exceed 14 days;

(ii) during the period commencing on the first day of the first Contract Year and ending on the 15th anniversary of the first day of the first Contract Year, will not exceed 90 days; and

(iii) during the period commencing on the date immediately following the 11th anniversary of the first day of the first Contract Year and ending on the last day of the Term, will not exceed 90 days.

"Foregone Return on Equity" means an annual return of fifteen percent (15%) (nominal), calculated annually in respect of full calendar years and pro rata in respect of partial calendar years (in each case without compounding), on the Shareholders' Actual Equity Contributions for the shorter of the following periods:

(i) the period starting on the Calculation Date and ending on the date which is three calendar years after the Calculation Date; and

(ii) the period of time equal to the number of calendar years or partial calendar years between the Calculation Date and the date which is the later of: (i) the date of the 30th anniversary of the Phase 1 Scheduled Commercial Operation Date of the Facility; and (ii) the date which is the last day of the Term as extended pursuant to Section 2.3 or Section 2.7 of the Agreement.

"Foreign Company" means a company incorporated in Myanmar and registered under the Companies Act, other than a Myanmar Company.

"**Foreign Exchange Rate Swap Breakage Costs**" means any costs incurred by the Seller in connection with any foreign exchange rate swap agreement related to the EPC Contract as a result of a termination of such foreign exchange rate swap agreement occasioned by a termination of this Agreement, provided that any positive payments received by the Seller in connection with the termination of such foreign exchange rate swap agreement shall be applied in reduction of the amount of the relevant purchase price calculated in accordance with the provisions of Exhibit H (Consequences of Termination).

"**Good Utility Industry Practice**" means the practices, methods and acts engaged in or accepted by a significant portion of the international electricity generating industry for equipment similarly situated to the Facility or the Facility Transmission Line that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should have been known at the time a decision was made, would be expected to accomplish the desired result at the lowest reasonable cost while maintaining the appropriate degree of skill, care and practice in respect of the design, engineering, construction, operation and maintenance of the Facility or equipment associated with the Facility or the Facility Transmission Line in a manner consistent with Law, Governmental Approvals, reliability, safety, economy, environmental protection and the construction, operation and maintenance standards recommended by the Seller's equipment suppliers and manufacturers or if, at a particular time, there is a corresponding definition in the Grid Code, the meaning given to that corresponding term in the Grid Code

"**Governmental Approvals**" means any approval, consent or other authorization from, filing with or notice to any Governmental Authority.

"**Governmental Authority**" means the Government of Myanmar and any ministry, department or political subdivision of the Government of Myanmar and any person under the direct or indirect control of the Government of Myanmar exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the Government of Myanmar or any other national or local government entity, instrumentality, agency, authority, corporation, committee, commission or independent regulatory authority within Myanmar, including MEPE and any successor to or any assignee of any of the foregoing.

"**Governmental Force Majeure**" has the meaning given to that term in Section 13.2.

"**Governmental Project Agreement**" means this Agreement, the Government Guarantee, the Interconnection Facilities Agreement, the Land Lease Agreement and any other document entered into between the Seller and any Governmental Authority and designated as a Governmental Project Agreement for the purposes of this Agreement.

"**Government Guarantee**" has the meaning given to that term in Section 21.

"**Grid**" means the portion of the System comprised of the electrical transmission system that is beyond the Point of Delivery and controlled by MEPE.

"**Grid Code**" means any grid code disclosed to the Seller in writing by MEPE in accordance with Exhibit K (Interconnection Facilities Agreement).

"**Information**" has the meaning given to that term in Section 20.1.

"**Interconnection**" means the physical point(s) at which the Facility is connected to the System at the Facility Substation, as described in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

"**Interconnection Facilities**" means all the land rights, materials, equipment, and facilities installed for the purpose of connecting the Facility to MEPE's substation, including, but not limited to, electrical interconnection, switching, metering, relaying and communication and safety equipment.

"**Interconnection Facilities Agreement**" means the generation interconnection agreement made between the Seller and MEPE by their respective execution of this Agreement, the terms of which agreement are set forth in Exhibit K (Interconnection Facilities Agreement) and are expressly incorporated herein by reference, which terms include, among other matters, the rights and obligations of the Parties with respect to the interconnection of the Facility to MEPE's substation and the methods and procedures for the safe operation and maintenance of the Interconnection Facilities.

"**Interest Rate Swap Breakage Costs**" means any costs due to or on behalf of the Financing Parties to the extent payable under the Financing Documents or under agreements entered into by the Seller in connection with the Financing Documents with respect to Senior Debt as a result of a termination of any interest rate swap arrangements occasioned by a termination of this Agreement, provided that any positive payments received by the Seller in connection with the termination of such interest rate swap arrangements shall be applied in reduction of the amount of the relevant purchase price calculated in accordance with the provisions of Exhibit H (Consequences of Termination).

"**kW**" means Kilowatt.

"**kWh**" means Kilowatt-hour.

"**Land Lease Agreement**" means the land lease agreement between the Seller (lessee) and Mandalay Regional Government (lessor).

"**Law**" means any legislation, statute, act, decree, rule, order, treaty, regulation or announcement or any other law (excluding the Grid Code), or any interpretation thereof, which has been enacted, issued or promulgated by any Governmental Authority.

"**LIBOR**" means: (a) the London interbank offered rate administered by ICE Benchmark Administration Limited (or any other person which takes over the administration of that rate) for three month US Dollars displayed on pages LIBOR01 or LIBOR02 of the Reuters screen (or any replacement Reuters page which displays that rate) or on the appropriate page of any other information service which publishes that rate from time to time in place of Reuters; or (b) if the rate described in paragraph (a) above ceases to be available, a replacement rate agreed between the Parties.

"**MEPE**" has the meaning given to that term in the Preamble.

"MEPE Energizing Certificate" means a certificate issued by MEPE confirming that the Interconnection Facility meets the requirements of Exhibit L (Interconnection Inspection and Testing).

"MEPE Security" has the meaning given to that term in Section 16.1.

"Metering Device(s)" means the electronic kilowatt-hour meter and associated transformers used to measure the Energy Output from the Facility (as described in Section 4.3 and Exhibit K (Interconnection Facilities Agreement)), and includes the Primary Metering Devices and the Back-Up Metering Devices]

"Meter Reconciliation Statement" means a report prepared and issued by the Seller in accordance with and containing the information specified in Section 7.10(a) following a meter test conducted pursuant to Sections 4.3(a)(iii) and 4.3(a)(iv).

"MIC Permit" means:

(a) a permit issued in favor of a foreign person or a Foreign Company by the Myanmar Investment Commission pursuant to the Foreign Investment Law (The Pyidaungsu Hluttaw Law No. 21/2012) (The 3rd Waning of Thadingyut, 1374 ME) (2 November 2012) and any rules, regulations, notifications or orders issued thereunder; or

(b) a permit issued to a Myanmar citizen or a Myanmar Company under the Myanmar Citizens Investment Law (The Pyidaungsu Hluttaw Law No. 18/2013) (The 7th Waning of Waso 1375 ME) (29 July 2013) and any rules, regulations, notifications or orders issued thereunder,

in each case, for the purpose of carrying on the business of construction and operation of a power plant and sale of electricity and all activities necessary or incidental thereto (including (i) the right to lease or otherwise occupy or use land in accordance with the Access Rights and (ii) the right to borrow money from and grant security over assets and income in Myanmar, in favor of domestic and international lenders.

"Milestone Dates" means a date agreed by the Parties to be the respective dates by which the milestones specified in Section 2.5 are intended to be achieved, such dates to fall within the scheduled milestone periods set out in Section 2.5 for the related milestone specified in Section 2.5.

"Ministry of Electric Power" means the Ministry of the Government of Myanmar that is responsible for the setting and administering of policy for the generation, transmission and distribution of electricity throughout Myanmar.

"MW" means Megawatt.

"Myanmar" means the Republic of the Union of Myanmar.

"Myanmar Company" means a company incorporated in Myanmar which satisfies the requirements of the Companies Act.

"New Transmission Facilities" means the transmission line and the necessary switchyards as described in Exhibit D (New Transmission Facilities) to be constructed by the Seller in order to connect the Facility to the Grid and the balance of the System and associated infrastructure (including the Metering Devices).

"New Transmission Facilities Access Rights" means the right of way and access to the land on which the New Transmission Facilities are, or will be when constructed, located.

"New Transmission Facilities Handover Date" means the date on which the New Transmission Facilities are transferred from the Seller to MEPE, which date is scheduled to occur on the date specified in Section 2.2 as the "Scheduled New Transmission Facilities Handover Date".

"New Transmission Facilities Site" means the land on which the New Transmission Facilities are, or will be when constructed, located.

"Non-Defaulting Party" means a Party that is not the subject of an Event of Default.

"Notice of Dispute" has the meaning given to that term in Section 12.1.

"Notice to Proceed" means a written letter from MEPE to the Seller stating the date the Seller can begin construction of the Facility for Phase 1 or Phase 2 or Phase 3, subject to the conditions of this Agreement and the EPC contract.

"Novation Agreement" means the Novation Agreement to be entered into on or before the Effective Date between the Seller, the Project Company and MEPE pursuant to which the Seller novates and assigns its rights and obligations to the Project Company, and the Project Company assumes the rights and obligations of the Seller, under this Agreement and each other Project Agreement to which the Seller is a party, such Novation Agreement to be substantially in the form of Exhibit R (Form of Novation Agreement).

"O&M Agreement" means the operation and maintenance agreement to be entered into on or before the Effective Date between the Project Company and an O&M contractor regarding the operation and maintenance of the Facility.

"Party" or **"Parties"** has the meaning given to that term in the Preamble.

"Payment Invoice" means a statement in the form set out in Exhibit C (Form of Invoice) issued by the Seller in accordance with Section 7.

"Phase 1" means the design, development and construction of the Facility to generate electricity in accordance with the parameters for Phase 1 set out in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

"Phase 1 Commercial Operations Certificate" means, with respect to Phase 1, a certificate from the Seller to MEPE confirming that:

(a) for the purposes of Phase 1, all parts of the Facility have been constructed in accordance with:

(i) Good Utility Industry Practices;

(ii) the specifications set out in the material provisions of this Agreement relating to Phase 1; and

(iii) the provisions of Exhibit A, (Facility Description, Operating Characteristics, Water Usage and Map), Exhibit D (New Transmission Facilities), Exhibit G (Environmental, Social and Labor Requirements), Exhibit K (Interconnection Facilities Agreement), Exhibit L (Interconnection Inspection and Testing) , Exhibit M (Metering, SCADA and Communication System); and

(b) all testing procedures have been conducted in accordance with Exhibit O (Testing Procedure for Facility).

"Phase 1 Commercial Operation Date" means, with respect to Phase 1, the date agreed in writing by MEPE and the Seller to be the Phase 1 Commercial Operation Date, which date must, in any event, be a date no later than the date falling five Business Days after MEPE has received the Phase 1 Commercial Operations Certificate.

"Phase 1 Contracted Capacity" means the rated net power output (expressed in AC MW) of Phase 1 of the Facility at a particular time as set out in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

"Phase 1 Dependable Contracted Capacity" means the maximum continuous power generation capability of Phase 1 of the Facility for supply of electricity to MEPE which has been established in accordance with Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map) and Exhibit O (Testing Procedure for Facility).

"Phase 1 Installed Capacity" means for the Facility, the lesser of:

(a) Phase 1 Contracted Capacity; and

(b) the Tested Net Capacity demonstrated by the Seller as being achieved prior to the Phase 1 Scheduled Commercial Operation Date for the Facility in accordance with Exhibit O (Testing Procedures for Facility) and as set out in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

"Phase 1 Scheduled Commercial Operation Date" means the date set out in Section 2.2 as the "Phase 1 Scheduled Commercial Operation Date".

"Phase 2" means the design, development and construction of the Facility to generate electricity in accordance with the parameters for Phase 2 set out in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

"Phase 2 Commercial Operations Certificate" means, with respect to Phase 2, a certificate from the Seller to MEPE confirming that:

(a) for the purposes of Phase 2, all parts of the Facility have been constructed in accordance with:

(i) Good Utility Industry Practice;

(ii) the specifications set out in the material provisions of this Agreement relating to Phase 2; and

(iii) the provisions of Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map), Exhibit D (New Transmission Facilities), Exhibit G (Environmental, Social and Labor Requirements), Exhibit K (Interconnection Facilities Agreement), Exhibit L (Interconnection Inspection and Testing) and Exhibit M (Metering, SCADA and Communication System); and

(b) all testing procedures have been conducted in accordance with Exhibit O (Testing Procedure for Facility).

"Phase 2 Commercial Operation Date" means, with respect to Phase 2, the date agreed in writing by MEPE and the Seller to be the Phase 2 Commercial Operation Date, which date must, in any event, be a date no later than the date falling five Business Days after MEPE has received the Phase 2 Commercial Operations Certificate.

"Phase 2 Contracted Capacity" means the rated net power output (expressed in AC MW) of Phase 2 of the Facility at a particular time as set out in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

"Phase 2 Dependable Contracted Capacity" means the maximum continuous power generation capability of Phase 2 of the Facility for supply of electricity to MEPE which has been established in accordance with Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map) and Exhibit O (Testing Procedure for Facility).

"Phase 2 Installed Capacity" means for the Facility, the lesser of:

(a) Phase 2 Contracted Capacity; and

(b) the Tested Net Capacity demonstrated by the Seller as being achieved prior to the Phase 2 Scheduled Commercial Operation Date for the Facility in accordance with Exhibit O (Testing Procedure for Facility) and as set out in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

"Phase 2 Scheduled Commercial Operation Date" means the date set out in Section 2.2 as the "Phase 2 Scheduled Commercial Operation Date".

"Phase 3" means the design, development and construction of the Facility to generate electricity in accordance with the parameters for Phase 3 set out in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

"Phase 3 Commercial Operations Certificate" means, with respect to Phase 3, a certificate from the Seller to MEPE confirming that:

(a) for the purposes of Phase 3, all parts of the Facility have been constructed in accordance with:

(i) Good Utility Industry Practice;

(ii) the specifications set out in the material provisions of this Agreement relating to Phase 3; and

(iii) the provisions of Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map), Exhibit D (New Transmission Facilities), Exhibit G (Environmental, Social and Labor Requirements), Exhibit K (Interconnection Facilities Agreement), Exhibit L (Interconnection Inspection and Testing) and Exhibit M (Metering, SCADA and Communication System); and

(b) all testing procedures have been conducted in accordance with Exhibit O (Testing Procedure for Facility).

"Phase 3 Scheduled Commercial Operation Date" means, with respect to Phase 3, the date agreed in writing by MEPE and the Seller to be the Phase 3 Commercial Operation Date, which date must, in any event, be a date no later than the date falling five Business Days after MEPE has received the Phase 3 Commercial Operations Certificate.

"Phase 3 Contracted Capacity" means the rated net power output (expressed in AC MW) of Phase 3 of the Facility at a particular time as set out in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

"Phase 3 Dependable Contracted Capacity" means the maximum continuous power generation capability of Phase 3 of the Facility for supply of electricity to MEPE which has been established in accordance with Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map) and Exhibit O (Testing Procedure for Facility).

"Phase 3 Installed Capacity" means for the Facility, the lesser of:

(a) Phase 1 Contracted Capacity plus Phase 2 Contracted Capacity; and

(b) the Tested Net Capacity demonstrated by the Seller as being achieved prior to the Phase 3 Scheduled Commercial Operation Date for the Facility in accordance with Exhibit O (Testing Procedures) and as set out in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

"Phase 3 Scheduled Commercial Operation Date" means the date set out in Section 2.2 as the "Phase 3 Scheduled Commercial Operation Date".

"Point of Delivery" means the Interconnection.

"Potential Energy" means, for any day, the potential solar irradiation energy, stated as (GHI)kwh/m2/day, where GHI is calculated using the formula: GHI = DHI + DNI (Cos (theta)) where GHI is Global Horizontal Irradiance, and DHI is Diffuse Horizontal Irradiance and DNI is Direct Normal Irradiance and Cos (theta) is the zenith angle of the sun.

"Primary Meter" means the meter used to measure the achieved operating characteristics of the Facility and its net electrical energy delivered to the Grid at the Point of Delivery as described in Exhibit K (Interconnection Facilities Agreement)).

"Primary Metering Devices" means the Primary Meter and associated devices as described in Exhibit K (Interconnection Facilities Agreement).

"Project" means: (a) the design, development, construction and financing of the New Transmission Facilities; and (b) the design, development, construction, financing, operation and maintenance of the Facility.

"Project Acceleration Notice" means a notice from the Seller to MEPE stating that construction of the Project is to be completed earlier than otherwise anticipated and specifying proposed alternative dates for any of the dates specified in Section 2.2 and the milestone dates specified in Section 2.5.

"Project Agreements" means the Governmental Project Agreements, the Third Party Project Agreements and any other document identified from time to time as a "Project Agreement" that MEPE, the Seller or the Project Company may enter into in connection with the transactions contemplated by this Agreement.

"Project Company" means [Convalt Energy], a special purpose [private limited liability company] to be incorporated under the laws of Myanmar having as its shareholder (directly or indirectly) the Seller with its registered office in [ ].

"Receiving Party" has the meaning given to that term in Section 20.1.

"Rules" means the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules 2010.

"Scheduled Commercial Operation Date" means the Phase 1 Scheduled Commercial Operation Date-or the Phase 2 Scheduled Commercial Operation Date or the Phase 3 Scheduled Commercial Operation Date (as applicable)

"Scheduled Completion Date" means the date specified in Section 2.2 opposite the term "Scheduled Completion Date", which date shall be the date that the Project is scheduled to be certified by the Seller and MEPE as complete.

"Scheduled Construction Commencement Date" means the date specified in Section 2.2 opposite the term "Scheduled Construction Commencement Date", which date shall be the date that the Seller is scheduled to issue a final notice to proceed to the EPC Contractor in order to commence construction of the Facility.

"Scheduled Energizing Date" means the date specified in Section 2.2 opposite the term "Scheduled Energizing Date", which date shall be the date on which the Connection is scheduled to be energized by MEPE for the pre-operation testing and start-up of the Facility.

"Scheduled Financial Effective Date" means the date specified in Section 2.2 opposite the term "Scheduled Financial Effective Date", which date shall be the date on which the Seller is scheduled to achieve Financial Close.

"Scheduled New Transmission Facilities Handover Date" means the date specified in Section 2.2 opposite the term "Scheduled New Transmission Facilities Handover Date", which date shall be the date on which the New Transmission Facilities are scheduled to be transferred to MEPE.

"Scheduled Transmission Interconnection Date" means the date that is two months prior to the Phase 1 Scheduled Commercial Operation Date for the Facility.

"Settlement Period" means a period of one (1) hour starting on the hour.

"Seller" has the meaning given to that term in the Preamble.

"Seller's Computer Monitoring System" means the computer-based monitoring system comprised of computer hardware, software and private communication system extending to the Facility, which monitoring system gathers, archives and reports photovoltaic panel operating data, including the SCADA and communication system described in Exhibit M (Metering, SCADA and Communication System).

"Seller Security" means the Construction Security or Financial Close Security, in the form of Exhibit E (Form of Seller Security) which must be:

(a) in favor of MEPE;

(b) an on-demand, unconditional and irrevocable commitment to pay by the issuing bank; and

(c) issued by an Approved Financial Institution through a Swift advice to Myanma Foreign Trade Bank or by any other financial institution acceptable to each of MEPE and the Seller (both acting reasonably); provided that it shall in all cases be reasonable for MEPE to refuse to accept a financial institution that is not included on the list of relationship banks of Myanma Foreign Trade Bank, as set out in Exhibit F (Approved Financial Institutions), as Exhibit F may be updated from time to time.

"Senior Debt" means indebtedness incurred by the Seller under the Financing Documents other than indebtedness constituting Equity.

"**Senior Debt Component**" means the total amounts required to pay or settle the outstanding principal amounts of Senior Debt together with interest due and payable on the Calculation Date, less any Account Balance.

"**Shareholder**" means the Anchor Member and each other investor in the Project.

"**Shareholders' Actual Equity Contributions**" means the aggregate amounts of Equity actually contributed or caused to be contributed by the Shareholders or their Affiliates to the Seller as of the Calculation Date.

"**Shareholders' Contingent Equity Commitment**" means the amounts of Equity which may be required from time to time to be contributed to the Seller in accordance with the Financing Documents in addition to Shareholders' Actual Equity Contributions, but in no event will the sum of the aggregate Shareholders' Actual Equity Contributions plus the Shareholders' Contingent Equity Commitment exceed at any time the Shareholders' Equity Commitment.

"**Shareholders' Equity Commitment**" means the maximum amount that may be required by the Financing Documents or any shareholder agreement to be paid by or on behalf of all the Shareholders of the Seller for shares of the Seller.

"**Shareholder Loans**" means indebtedness for money borrowed by the Seller from a Shareholder or any Affiliate of a Shareholder which by its terms is subordinated to any Senior Debt.

"**SIA**" means the social impact assessment for the Project prepared in accordance with applicable Law.

"**Singapore**" means the Republic of Singapore.

"**System**" means the bulk power network, including the Grid, controlled or used by MEPE for the purpose of generating and transmitting electricity.

"**Taxes**" means any tax, charge, impost, tariff, duty or fee of any kind charged, imposed or levied, directly or indirectly, by any Governmental Authority, including any value-added tax, sales tax, stamp duty, import duty, withholding tax (whether on income, dividends, interest payments, fees, equipment rentals or otherwise), tax on foreign currency loans or foreign exchange transactions, excise tax, property tax, registration fee or license, water tax or environmental, energy or fuel tax including any interest, penalties or other additions thereon.

"**Term**" means the period of this Agreement as specified in Section 2.1, including as extended in accordance with Section 2.3 and Section 2.7

"**Termination Costs**" means, if any:

(i) all income, receipts, sales, value added, transfer, property or other taxes and any other costs imposed on the Seller by a Governmental Authority as a result of termination of this Agreement, transfer of the Seller's right, title and interest in the Project to MEPE and payment of the purchase price therefor;

(ii) all amounts payable by the Seller with respect to the termination costs for the termination of the EPC Contract up to a maximum of ten million dollars (USD10,000,000);

(iii) all amounts outstanding and payable by the Seller to the EPC Contractor and/or O&M contractor upon termination of the EPC Contract and/or O&M Agreement with respect to work completed by the EPC Contractor or O&M contractor and not yet paid for by the Seller and for which no Senior Debt or Equity has been drawn and reasonable costs incurred in terminating the EPC Contract and/or O&M Agreement;

(iv) interest period breakage costs under the Financing Documents;

(v) accrued commitment fees, prepayment premiums and prepayment penalties under the Financing Documents;

(vi) Interest Rate Swap Breakage Costs; and

(vii) Foreign Exchange Rate Swap Breakage Costs (solely in case of termination prior to the Phase 3 Commercial Operation Date).

"Termination Date" means the date set out in the relevant Termination Notice as the date on which this Agreement terminates.

"Termination Notice" means (as applicable):

(i) a notice from the Seller to MEPE pursuant to Section 10.1(b) or Section 13.5 of this Agreement; and

(ii) a notice from MEPE to the Seller pursuant to Section 10.2(b) or Section 13.5 of this Agreement.

"Termination Payment" means a termination payment payable by MEPE to the Seller or by the Seller to MEPE, each such payment as specified in this Agreement, including Section 10.3.

"Tested Net Capacity" means the maximum net generating capacity of the Facility (measured in kW or MW at the Metering Device).

"Third Party Project Agreement" means: (a) the EPC Contract; (b) each Financing Document; and (c) the O&M Agreement (if any).

"TOU" means time of use.

"Transfer Date" has the meaning given to that term in Exhibit N (Transfer Procedure).

"**Transmission Interconnection Date**" means the date on which MEPE confirms in writing to the Seller that the MEPE 230 kilovolt receiving substation located at [ ] (which substation is separate from the Facility Substation) has been connected to the Facility. [Needs to be completed]

1.2 Interpretation. Unless the context of this Agreement otherwise requires:

(a) words of any gender include each other gender;

(b) words using the singular or plural number also include the plural or singular number, respectively;

(c) the terms "hereof," "herein," "hereby," "hereto" and similar words refer to this entire Agreement and not to any particular Article, Section, Clause, Exhibit, Appendix or Schedule or any other subdivision of this Agreement;

(d) references to "Article," "Section," "Clause," "Exhibit," "Appendix", "Schedule", "Attachment", "Part" or "Annex" are to the Articles, Sections, Clauses, Exhibits, Appendices, Schedules, Attachments, Parts and Annexes respectively of this Agreement;

(e) the words "include" or "including" shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases or words of like import;

(f) references to "this Agreement" or any other agreement or document shall be construed as a reference to such agreement or document as amended, modified or supplemented and in effect from time to time and shall include a reference to any document which amends, modifies or supplements it, or is entered into, made or given pursuant to or in accordance with its terms;

(g) whenever this Agreement refers to a number of days, such number shall refer to calendar days unless Business Days are specified;

(h) all periods of time shall be based on, and computed according to, the Gregorian calendar;

(i) any capitalized words, terms, phrases and abbreviations used specifically in any Appendix or any Attachment to any Appendix shall have the meanings set forth in such Appendix or Attachment, as the case may be;

(j) in the event of any inconsistency between any capitalized word, term, phrase or abbreviation set forth in Section 1 and any capitalized word, term, phrase or abbreviation set forth in any Appendix or any Attachment to any Appendix, the meaning set forth in such Appendix or Attachment shall take precedence over the meaning set forth in Section 1;

(k) the word "approval" or "consent" shall be deemed to be followed by "(such approval not to be unreasonably withheld, delayed or conditioned)" or "(such consent not to be unreasonably withheld, delayed or conditioned)", as the case may be, whether or not it is

followed by such phrase or words of like import and the word "approved" shall be construed accordingly;

(l) the plain meaning of terms not listed in this Section 1 and otherwise used in this Agreement shall apply, unless such unlisted terms have meanings as commonly used in Good Utility Industry Practice, in which case the Good Utility Industry Practice meaning shall apply; and

(m) except where expressly stated otherwise, headings are primarily for convenience and in the event of a conflict between a heading and the more specific provision of a Section, the language of the Section shall control in construing the provisions of this Agreement; and

(n) a provision of law is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation

2. Term and Effectiveness

2.1 Initial Term. The initial term of this Agreement shall commence on the Effective Date and, subject to the occurrence of the Financial Effective Date, shall remain in effect for a period of 30 years from Phase 1 Commercial Operation Date unless otherwise extended or terminated in accordance with the provisions of this Agreement.

2.2 Critical Dates. For each scheduled event set forth in the table below, the respective date of such scheduled event shall, unless otherwise agreed by the Parties, be the last day of the period shown opposite such scheduled event:

Event	Number of months following the later of (i) the Financial Effective Date and (ii) the Scheduled Financial Effective Date (unless otherwise specified below)
Scheduled Construction Commencement Date	7 months from the Effective Date
Scheduled Financial Close Date	7 months from the Effective Date
Scheduled Energizing Date	18 months
Phase 1 Scheduled Commercial Operation Date	18 months
Phase 2 Scheduled Commercial Operation Date	24 months the date of issuance of the Notice to Proceed by MEPE in relation to Phase 2 Contracted Capacity pursuant to paragraph (a) below of this Section 2.2.
Phase 3 Scheduled Commercial Operation Date	24 months after the date of issuance of the Notice to Proceed by MEPE in relation to Phase 3 Contracted Capacity by MEPE pursuant to paragraph (b) below of this Section 2.2.
Scheduled New Transmission Facilities Handover Date	36 months
Scheduled Completion Date	48 months after the date of issuance of the Notice to Proceed by MEPE in relation to Phase 2 Contracted Capacity pursuant to paragraph (a) below of this Section 2.2]

MEPE shall provide a Notice to Proceed to the Seller to commence construction of:

(a) Phase 2 Contracted Capacity upon confirming successful operation of the Facility while maintaining grid stability after the Phase 1 Commercial Operation Date; and

(b) Phase 3 Contracted Capacity upon confirming successful operation of the Facility while maintaining grid stability after the Phase 2 Commercial Operation Date.

2.3 Renewal Term. This Agreement may be extended upon terms and conditions mutually agreed to by the Parties through an amendment to this Agreement. Upon expiry of this Agreement the Seller will remove all equipment from the site premises of the Project unless MEPE decides to keep the equipment. 24 months prior to expiry of this Agreement, the Seller and MEPE will seek to renew the Agreement.

2.4 Conditions precedent to Effective Date. The rights and obligations of the Parties under this Agreement (other than this Section 2.4 and Schedule 1) shall be conditioned upon the fulfillment of the conditions precedent set forth in Schedule 1 relating to the Effective Date; provided, however, that each Party shall use its best efforts to perform those obligations required on its part to effectuate the occurrence of the Effective Date. The Seller and MEPE shall

jointly certify in writing the occurrence of the Effective Date within five (5) Business Days after the occurrence thereof.

2.5 Milestones. The Seller shall comply with the following scheduled milestones in connection with the development and construction of the New Transmission Facilities and the Facility, by delivering to MEPE in form and substance satisfactory to MEPE each of the items below by its required completion date or within the period specified, as the case may be:

a. All drawings, reports and certificates with regard to the design, construction and completion of the Facility and the New Transmission Facilities.	The dates such materials are due under the Interconnection Facilities Agreement or on the Effective Date, as applicable
b. Copies of executed contracts for the design and construction of the Facility and the New Transmission Facilities	Within 3 months of the Effective Date
c. Evidence demonstrating that the Seller has obtained the applicable approvals relating to the EIA and the SIA	Within 12 months of the Effective Date
d. Evidence demonstrating that the Seller has obtained all applicable Governmental Approvals (other than with respect to the EIA and the SIA) required for the construction of the New Transmission Facilities and the Facility in accordance with the provisions of this Agreement	Within 150 days of the Effective Date
e. A copy of the Seller's plan to satisfy the local workforce conditions (including with respect to training and employment) set out in the Seller's MIC Permit	Within 6 months of the Effective Date
f. Copies of the certificates of insurance coverage or insurance policies required by to be provided to MEPE before commencement of construction of the New Transmission Facilities and the Facility	Within 6 months of the Effective Date
g. A copy of the agreed Operations and	On or before Energizing Date

Maintenance plan	
h. A copy of the financial model	On or before the Execution Date and on the date of the Financial Closing Date

2.6 Survival of Terms and Conditions. The expiration or termination of this Agreement will not affect any rights or obligations which may have accrued prior to or in connection with its expiration or termination, and will not affect the continuing obligations of the Parties under this Agreement, or any other agreement between the Parties, which are expressed to continue after its expiration or termination, including repayment of any money due and owing to or by MEPE pursuant to this Agreement.

2.7 Extension of Critical Dates and Term.

(a) Subject to Section 13, each of the dates set out as Critical Dates in Section 2.2 and the period during which the Milestone Dates are to occur as set out in Section 2.5 will be equitably extended to take into account the effect of any Force Majeure or Governmental Force Majeure.

(b) Each of the Critical Dates set out in Section 2.2 and the period during which the Milestone Dates are to occur set out in Section 2.5 will be equitably extended where failure to achieve the relevant date is due to the actions or omissions of MEPE or any Governmental Authority party to a Governmental Project Agreement, the Interconnection Facilities Agreement and any Governmental Approvals (which failure is not otherwise attributable to the Seller, a Shareholder, the EPC Contractor, the Facility Operator or any other contractor or subcontractor of any of them) and which failure would not constitute an event of Force Majeure or Governmental Force Majeure (the consequences for which are specified above with respect to the Critical Dates and Milestone Dates).

(c) For each day of Force Majeure (other than Governmental Force Majeure) affecting MEPE or Governmental Force Majeure affecting either Party occurring after the Phase 1 Scheduled Commercial Operation Date, the Term of this Agreement will be extended by one day, up to a maximum number of days equal to any Force Majeure Grace Period that applies to the relevant Force Majeure (other than Governmental Force Majeure) affecting MEPE or Governmental Force Majeure affecting either Party.

(d) For each day of Force Majeure (other than Governmental Force Majeure) affecting the Seller occurring after the Phase 1 Scheduled Commercial Operation Date, the Term of this Agreement will be extended by one day.

2.8 Project Acceleration Notice. The Seller shall issue a Project Acceleration Notice to MEPE by no later than 30 days after the Financial Closing Date if the Financial Closing Date has occurred at least [•] months prior to the Scheduled Financial Closing Date.

The Seller may issue a Project Acceleration Notice:

(a) with respect to Phase 1, to MEPE by no later than the date falling six months before the proposed Phase 1 Scheduled Commercial Operation Date set out in the Project Acceleration Notice; and

(b) with respect to Phase 2, to MEPE by no later than the date falling six months before the proposed Phase 2 Scheduled Commercial Operation Date set out in the Project Acceleration Notice; and

(c) with respect to Phase 3, to MEPE by no later than the date falling six months before the proposed Phase 3 Scheduled Commercial Operation Date set out in the Project Acceleration Notice.

For the avoidance of doubt, MEPE will not be required to accept a Project Acceleration Notice issued later than the latest date set forth in paragraphs (a) and (b) above.

MEPE must respond in writing to the Seller promptly, and in any event within 60 days of the date of the Project Acceleration Notice, acknowledging receipt of the Project Acceleration Notice. On and from the date of such acknowledgement (or, if MEPE fails to provide such acknowledgement, on and from the date falling 60 days after the date of the Project Acceleration Notice) this Agreement will be deemed to be amended so that the respective dates set out in Section 2.2 as the Critical Dates Section 2.5 as the Milestone Dates will be the dates set out in the Project Acceleration Notice.

(c) The Seller may only issue one Project Acceleration Notice in respect of each of Phase 1, Phase 2, Phase 3.

3. Facility Description

3.1 Summary Description. The Seller shall construct, own, operate and maintain the Facility. Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map) provides a complete description of the Facility, including identification of the equipment and components that comprise the Facility.

3.2 Site.

(a) The Facility shall be located in the area generally described as:

Location: Nabuaing Township, Myingyan District, Mandalay Region, Government of Myanmar

A scaled map that identifies the location of the Facility, the Facility Substation, the Interconnection Facilities, the New Transmission Facilities and significant ancillary facilities, including the facilities located at the Point of Delivery, is included in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

(b) The Facility Substation shall be located at the Myingyan steel plant site which is approximately 30 km away from the Facility in Myingyan District, Mandalay Region.

3.3 General Design and Construction of the Facility. The Seller shall construct the Facility in a workmanlike, professional manner according to Good Utility Industry Practice(s). The Facility shall be:

(a) capable of supplying Energy Output in compliance with the requirements of the Interconnection Facilities Agreement and the Delivery Arrangements Agreement;

(b) capable of operating at power levels as specified in the Interconnection Facilities Agreement and the Delivery Arrangements Agreement; and

(c) equipped with protective devices and control systems designed and operating in accordance with the Interconnection Facilities Agreement and Good Utility Industry Practice(s).

3.4 Commercial Operations Certificate

Prior to each Commercial Operation Date, the Seller will provide to MEPE: (i) the applicable Commercial Operations Certificate issued by the Seller; and (ii) any further documentation or evidence supporting that Commercial Operations Certificate which MEPE reasonably requests. The issuance of a Commercial Operations Certificate by the Seller will be deemed conclusive evidence of the readiness of the Facility for commercial operation with respect to Phase 1 or Phase 2 or Phase 3 (as applicable).

4. Interconnection Facilities and Metering

4.1 Interconnection Facilities Agreement. By the execution and delivery of this Agreement, the Seller and MEPE are subject and legally bound by the Interconnection Facilities Agreement the terms of which are specified in Exhibit K (Interconnection Facilities Agreement) and incorporated herein by reference.

Without limiting the terms of Exhibit K (Interconnection Facilities Agreement), the Parties hereby agree that the Interconnection Facilities Agreement addresses and describes (i) the switching, metering, relaying, communications and safety equipment that will constitute the Interconnection Facilities, (ii) the processes, procedures for, and timing of the procurement, construction, testing and placement into operation of the Interconnection Facilities and their connection to the Point of Delivery, (iii) the billing and payment schedules for the construction, operation and maintenance of the Interconnection Facilities, (iv) the operating procedures and requirements of the Interconnection Facilities, including the requirements for the Facility to be capable of immediate disconnection from the Point of Delivery in accordance with Good Utility Industry Practice(s) or in the event of an Emergency Condition, and (v) the terms, conditions and other requirements relating to the construction, operation and maintenance of the Interconnection Facilities. As agreed between MEPE and the Seller, all expenses associated with the procurement, construction, installation and operation of the Interconnection Facilities, including MEPE owned switch bay facilities at the Facility Substation as indicated in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map), shall be paid by the Seller in accordance with

the Interconnection Facilities Agreement. The Seller is obligated to incur all or any part of such expenses so as to achieve a timely Phase 1 Commercial Operation Date.

4.2 Delivery Arrangements Agreement. In the case of any expansion of the Contracted Capacity beyond [300] MW AC, the Seller shall have the option to enter into one or more agreements with MEPE for the transmission and delivery of such Energy Output to points and third party consumers beyond the Point of Delivery (collectively such agreements to constitute the "**Delivery Arrangements Agreement**"). MEPE shall be solely responsible for negotiating, and maintaining, during the term of this Agreement, the Delivery Arrangements Agreement and shall procure that the Delivery Arrangements Agreement is in all material respects consistent with the provisions of this Agreement. MEPE shall also be responsible for the maintenance and operation of the transmission line from the point of Interconnection of the Facility Substation to the MEPE Substation including its switch bay facilities after the New Transmission Facilities Handover Date. The Seller shall cooperate with MEPE in these negotiations and seek MEPE approval for the design and construction of the transmission line and switch bay facilities.

4.3 Other Provisions Related to Interconnection Access to Facility and Substation. During the Term, appropriate representatives of the Seller shall at all reasonable times, and with reasonable prior notice, have access to the Facility and the Facility Substation, including the control room and the Interconnection Facilities, under supervision of MEPE, to read meters and to perform all inspections and operational reviews as may be appropriate to facilitate the performance of this Agreement. MEPE will provide the Seller and its representatives with all necessary rights of way to enter the Facility and the Facility Substation for this purpose . While at the Facility or Facility Substation, such representatives shall observe all safety precautions as may be required by MEPE and shall conduct themselves in a manner that will not interfere with the construction, operation or maintenance or repair of the Facility or the Facility Substation.

(a) **Metering Devices**

(i) Energy Output from the Facility shall be metered in whole kilowatt-hours by the Metering Device(s) at the Point of Delivery at the Facility Substation. Energy Output delivered to MEPE at the Point of Delivery shall be deemed to be equal to the energy measured by the Metering Device(s).

(ii) All Metering Devices shall be subject to pre-purchase approval by MEPE (such approval not to be unreasonably withheld, delayed or conditioned), owned by the Seller, and installed in accordance with the Interconnection Facilities Agreement. Metering Devices shall be maintained directly by the Seller or by its agents or subcontractors. The Metering Devices must be sealed in the presence of both MEPE and the Seller and the seals may only be broken in the presence of both Parties for inspection, testing or adjustment. MEPE, at the Seller's expense, is entitled to have an authorized representative present to monitor any test of the Metering Devices. The number, type and location of such Metering Devices shall be specified in the Interconnection Facilities Agreement.

(iii) The Seller shall arrange to test the Metering Devices at least once per calendar year or otherwise in accordance with Good Utility Industry Practice. The Seller must give MEPE at least 10 Business Days' prior written notice of the date of each annual test. The

Seller shall permit a representative of MEPE to witness and verify such inspections and tests, provided, however, that MEPE representatives shall comply with all of the Seller's safety standards and any applicable provisions of the Interconnection Facilities Agreement. The Seller shall provide MEPE with copies of any periodic or special inspection or testing reports relating to the Metering Devices upon MEPE's request.

(iv) Either Party may require additional tests of the accuracy of the Metering Devices in writing at least 10 Business Days prior to the proposed date of testing. The Seller will be responsible for:

(A) undertaking any additional test under this Section 4.3(a)(iv) on the date specified in the relevant notice (or such other date agreed between the Parties); and

(B) the costs of any additional tests; provided that MEPE shall repay the Seller all costs of any such additional test that has been required by MEPE if such test demonstrates that the Metering Devices is performing within the allowable tolerance limit of ± 0.2% and is not defective.

(v) MEPE may elect to install and maintain, at its own expense, Metering Devices and data gathering and communication equipment used to monitor, record or transmit data relating to the Energy Output from the Facility. The Seller and MEPE shall arrange for a location within the Facility Substation control room accessible to the Seller and MEPE, where such data gathering and communication equipment may be installed.

(vi) The Seller shall notify MEPE within 48 hours of the Seller receiving actual notice of any material inaccuracy or defect in a Metering Device and shall cause such Metering Device to be adjusted, repaired, replaced and/or recalibrated as near as practicable to a condition of zero error.

(b) **Adjustment for Inaccurate Meters**

If a Metering Device fails to register or is found upon testing to be inaccurate by more than two tenths of one percent (0.2%) from the measurement made by the standard meter used in the test, an adjustment shall be made correcting all measurements by the inaccurate or defective Metering Device for both the amount of the inaccuracy and the period of the inaccuracy in the following manner:

(i) In the event that a Metering Device is found to be defective or inaccurate and an adjustment factor for the Metering Device cannot be reliably calculated, the Parties shall use the measurements from MEPE-owned meters to determine such adjustment if they have been installed, are fully operational and calibrated to be accurate within the allowable tolerance limit of ± 0.2%. If, after three Business Days, the Parties cannot agree on the amount of the adjustment necessary to correct the measurements made by the Primary Metering Devices, the Parties will use the Back-Up Metering Devices to determine the amount of such adjustment, provided that the Back-Up Metering Devices is operating within the allowable tolerance limit of ± 0.2%. The adjustment necessary to correct the measurements made by the Primary Metering Devices will be calculated from the difference between the measured value

registered by the MEPE-owned meters or the Back-Up Metering Devices, as the case may be, and the maximum allowable tolerance limit of ± 0.2%.

(ii) If MEPE-owned meters located at the Facility Substation have not been installed or, if installed, are not fully operational or calibrated, the Parties shall use production data from the Seller's Computer Monitoring System to determine the amount of such inaccuracy.

(iii) In the event that the Seller's Computer Monitoring System is found to be inaccurate by more than two tenths of one percent (± 0.2%), the Parties shall estimate the amount of the necessary adjustment using the site meteorological information recorded at the Facility for the period of the inaccuracy based upon deliveries of Energy Output from the Facility during periods of similar operating conditions when the Metering Device was registering accurately. The adjustment shall be made for the period during which inaccurate measurements were made.

(iv) In the event that the Parties cannot agree on the actual period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of (1) the last one-half of the period from the most recent previous test of the Metering Device to the test that found the Metering Device to be defective or inaccurate, or (2) the 180-day period immediately preceding the test that found the Metering Device to be defective or inaccurate.

(v) To the extent that the adjustment period overlaps with a period of deliveries for which payment has already been made to the Seller by MEPE, MEPE shall use the corrected measurements as determined in accordance with this Section 4.3(b) to recalculate the amount due for the period of the inaccuracy and shall subtract the previous payments by MEPE for such period from such recalculated amount. If the difference is a positive number, the difference shall be paid by MEPE to the Seller, by means of an additional charge on the next Payment Invoice rendered by the Seller after MEPE receives notice of the amount due; if the difference is a negative number, MEPE shall be entitled to a credit on the next Payment Invoice rendered by the Seller against any subsequent payments for the Energy Output delivered during the period to which such Payment Invoice relates.

(c) **Reliability Standards**

The Seller shall operate the Facility in a manner that complies with the operating requirements, if any, set forth in the Interconnection Facilities Agreement.[4]

(d) **Interference with Metering**

If either Party intentionally interferes with the Metering Devices in a manner which gives rise to a need for a meter adjustment necessitating an additional payment or credit to the other Party, that payment will be made or credit applied together with interest thereon

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[4] This Section remains in all respects subject to the Seller's review of, and agreement to, the Interconnection Facilities Agreement.

at the Default Rate for the period for which the payment or credit is outstanding. Such interference with the Metering Devices will constitute a material breach of this Agreement.

5. Obligation to Sell and Purchase Energy Output

5.1 Completion Date. The Parties will use reasonable best efforts to cause the Completion Date to occur on or before the Scheduled Completion Date, subject to any extension of the Scheduled Completion Date due to Force Majeure, Governmental Force Majeure or as otherwise provided in this Agreement, in accordance with the provisions of Schedule 1, Section D relating to the Completion Date. The Seller shall notify MEPE of its determination that the Completion Date has occurred or will imminently occur as provided in Schedule 1, Section D, and the Parties shall thereafter comply with the terms specified in Schedule 1, Section D with respect to the Completion Date.

5.2 Delay. Without prejudice to Section 5.1 above, in the event that achievement of a Commercial Operation Date or the Completion Date is delayed beyond its scheduled date because of a delay by MEPE in performance of its obligations under this Agreement or because of any Governmental Force Majeure, then in respect of such Commercial Operation Date or Completion Date (as applicable), on and from the date on which the Seller would have been able to achieve such Commercial Operation Date or Completion Date (as applicable) but for such delay or Governmental Force Majeure until the date on which such Commercial Operation Date [or Completion Date (as applicable)] has been achieved, the Seller shall be deemed to have achieved such Commercial Operation Date or Completion Date (as applicable), the Facility shall be deemed to be providing the contracted Energy Output and MEPE shall compensate the Seller for the consideration set forth in Section 6 for such deemed Energy Output for the period commencing on the date on which such Commercial Operation Date or Completion Date (as applicable) would have been achieved but for such action, failure to act, or Governmental Force Majeure, until the date such Commercial Operation Date or Completion Date (as applicable) has been achieved, subject to the applicable Force Majeure Grace Period.

5.3 Sale and Purchase. Subject to, and in accordance with, the other provisions of this Agreement:

(a) Throughout the term, the Seller shall supply and MEPE shall purchase any or all Energy Output generated by the Facility (including any test energy generated during testing of the Facility) and delivered to the Point of Delivery in accordance with the terms of this Agreement, at the rate per kWh set out in Section 6 to this Agreement.

(b) Beginning on the Completion Date and throughout the term of this Agreement, the Seller shall supply from the Facility and sell to MEPE, and MEPE shall receive and purchase, the entire Energy Output of the Facility in accordance with the terms of this Agreement, at the rate per kWh set out in Section 6 to this Agreement.

(c) Commencing on the first (1^{st}) anniversary of the Phase 1 Commercial Operation Date, for each year during the Term, the Seller shall use commercially reasonable efforts to achieve for the Facility actual Energy Output (on an annualized basis) at least equal to eighty percent (80%) of the estimated Energy Output as stated in Exhibit I (Yearly Energy

Output Estimates), for the immediately preceding twelve (12) consecutive months; provided, however, that any reduction in Energy Output as the direct or indirect result of the circumstances described in Section 5.6, Force Majeure, Governmental Force Majeure or solar irradiance conditions which are not within the ranges specified in Exhibit I (Yearly Energy Output Estimates) shall not be considered a failure by the Seller to satisfy its obligation under this Section 5.3(c) or an Event of Default.

5.4 No curtailment. Neither Party shall curtail or interrupt delivery, acceptance, sale and/or purchase of Energy Output for any reason, including economic reasons, except that (a) MEPE may curtail or interrupt delivery, acceptance, sale and/or purchase of Energy Output if such curtailment constitutes an Allowable Curtailment and (b) the Seller may curtail or interrupt delivery, acceptance, sale and/or purchase of Energy Output in the event of those circumstances referred in Section 5.3(c). If, notwithstanding the foregoing, delivery of Energy Output is curtailed or delivery, acceptance, sale and/or purchase of Energy Output is otherwise interrupted by (x) MEPE, and any such reduction of Energy Output is not as a result of the circumstances set out in paragraph (ii) or paragraph (iv) of the definition of "Allowable Curtailment" below; or (y) the Seller as a result of the occurrence of Governmental Force Majeure or as a result of any of the circumstances described in Section 5.6, then:

(i) the Potential Energy for such period of disruption shall be equal to the estimated energy output for such period derived from Exhibit I (Yearly Energy Output Estimates) and, for this purpose, shall be deemed to have been delivered by the Seller to MEPE (the "**Curtailed Potential Energy**");

(ii) the Parties shall deduct from the Curtailed Potential Energy any Energy Output actually delivered and measured by the Metering Device during the period that Energy Output was reduced (such difference, the "**Compensable Curtailment Energy**"), and;

(iii) MEPE shall pay to the Seller for such Compensable Curtailment Energy all amounts that the Seller would have received from MEPE under this Agreement had such Compensable Curtailment Energy actually been delivered as Energy Output.

"**Allowable Curtailment**" means any reduction in the delivery of Energy Output arising out of or resulting from any of the following circumstances:

(i) an Emergency Condition;

(ii) any action taken by the Seller in breach of the Interconnection Agreement which reduces or limits the allowable energy output of the Facility;

(iii) maintenance outages, whether planned or unplanned, of any part of the transmission system or any testing of the transmission system;

(iv) Seller's failure to maintain in full force and effect any permit to construct or operate the Facility.

provided that with respect to paragraphs (ii) and (iv) above, the relevant circumstance does not arise out of or result from any act or omission by any Governmental Authority or the occurrence of a Governmental Force Majeure event.

5.5 Point of Delivery. The Seller shall deliver the Energy Output to, and make such Energy Output available to MEPE at, the Point of Delivery. The Point of Delivery shall be as indicated in Exhibit A (Facility Description, Operating Characteristics, Water Usage and Map).

6. Payment for Energy Output

6.1 Price for Energy Output. During the Term, the rate per kWh of Energy Output is 13 US Cents / kWh ($0.13 per kWh), without any escalation during the Term.

7. Billing and Payment

7.1 Billing Statement and Invoices. The monthly billing period shall be the calendar month based on data recorded from the Metering Device(s) on the last day of the said month at 24:00 hour local time and confirmed jointly by the Seller and MEPE. No later than three (3) Business Days after the end of each calendar month, the Seller shall prepare and provide to MEPE a statement showing Energy Output (which statement may be contained in the Payment Invoice) and a Payment Invoice for the previous calendar month billing period. The form of the Payment Invoice shall be as shown in Exhibit C (Form of Invoice). All amounts constituting Energy Output are to be invoiced and paid in USD. Each Payment Invoice will set out either the net amount of the Energy Output payments due to the Seller from MEPE for that billing period or the net amount of the credit due to MEPE from the Seller for that billing period. The Payment Invoice will reflect any adjustments required by any Final Confirmation Statement and by any Meter Reconciliation Statement. Any other payments due to the Seller or MEPE shall be subject to payment after an invoice describing in reasonable detail the amount due is submitted by the Party owed such amount to the other Party.

7.2 Metered Billing Data. All billing data based on metered deliveries of Energy Output to MEPE shall be collected by the Metering Device(s) in accordance with Section 4.3(a).

7.3 Payment Dates. Payments due to the Seller for Energy Output shall be due and payable on or before the forty-fifth (45th) calendar day following MEPE's receipt of a Payment Invoice. Any other payments due to the Seller or MEPE, as the case may be, shall be due and payable on or before the forty-fifth (45th) calendar day following the owing Party's receipt of an invoice from the owed Party detailing the amount owed.

7.4 Late Payments. If the invoiced amount due is not paid on or before the due date, a late payment charge shall be applied to the unpaid balance and shall be added to the next Payment Invoice. Such late payment charge shall be calculated based on the Default Rate compounded on a daily basis.

7.5 Payment Procedure.

(a) Any sums payable pursuant to this Agreement:

(i) in USD by MEPE to the Seller, will be made through the MEPE Security to a USD denominated bank account held with an Approved Financial Institution in Singapore or in another country designated in writing by the Seller and mutually agreed by the Parties which Approved Financial Institution shall be designated as the beneficiary bank in the MEPE Security;

(ii) in USD by the Seller to MEPE, will be paid in Dollars to such USD denominated bank account held with an Approved Financial Institution as designated in writing by MEPE.

(b) Each Party will, prior to the first date on which a payment is to be made under this Agreement, notify the other of the details of the bank accounts to which sums due to that Party will be credited, identifying the bank account by means of the bank SWIFT code, the bank account number and bank account title. Any payment that becomes due and payable on a day that is other than a Business Day will be paid on the first Business Day thereafter.

(c) Nothing in this Section 7.5 will prevent the Parties from making payments to any other bank account or in any other method as may be mutually agreed by the Parties in writing prior to the date on which the payment is due to be made.

(d) Any payments received by one Party from the other under this Agreement will be applied in or towards settlement of amounts payable to the recipient, with the longest outstanding amount being settled first, provided that this Section 7.5(d) will not apply with respect to any amount which is disputed in good faith in accordance with this Agreement.

(e) Any amount determined to be properly due from one Party to the other pursuant to this Agreement and remaining unpaid after the due date for payment will bear interest at the Default Rate from and including the payment due date as so determined until, but excluding, the date that the payment is received by the Party entitled to such payment. Interest will accrue at the Default Rate compounded on a daily basis.

7.6 Billing Disputes. Either MEPE or the Seller may contest invoiced amounts or the correctness of the amount received in payment of an invoice if a reasonable basis exists therefor (a "**Billing Dispute**"). The contesting Party's representative shall notify in writing the representative of the other Party of a Billing Dispute within thirty (30) calendar days from the receipt of a disputed invoice rendered under Section 7.1 of this Agreement or the payment. The Billing Dispute shall be settled by mutual discussion and, if necessary, resolved pursuant to Section 12.4. If it is determined that either Party owes the other an amount of money, the owing Party shall, within 45 days after its receipt of such determination, pay such sum together with interest at a rate equal to Default Rate to the other Party in the manner specified in Section 7.5.

Uncontested portions of invoiced amounts shall be paid on or before the due date or shall be subject to the late payment interest charges set forth above.

If any sum or part of a sum shown on an invoice submitted by one Party is paid but is subsequently disputed or questioned, and is subsequently agreed pursuant to this Section 7.6 or determined in accordance with the dispute resolution provisions set out in Section 12 not to have been properly payable, then the Party having received the improper payment or portion thereof

will refund the amount which was not properly payable together with interest at the Default Rate from and including the date of receipt up to but excluding the date of repayment.

Whenever any payment or refund is required to be made upon resolution of any Billing Dispute under this Section 7.6, appropriate adjustments with respect to any applicable indirect taxes will be made by the Parties.

Any Billing Dispute that is not resolved by an agreement between the Parties pursuant to the provisions of this Section 7.6 will be referred to an Expert for determination in accordance with Section 12.3.

7.7 Currency. All payments required pursuant to any provision of this Agreement (including provisions applicable in the event of any breach, default, or other failure of performance) shall be calculated and paid in US dollars.

7.8 Taxes, Fees and Fines

(a) Taxes and Fees

(i) The Seller will pay when due all present and future Taxes applicable to it (whether national or local) imposed in connection with this Agreement or the Project or any portion thereof (other than the New Transmission Facilities from and after the New Transmission Facilities Handover Date), and will pay all other duties, assignments, levies, fees, costs and expenses of any kind (whether or not to a Governmental Authority) necessary to assure the performance of its obligations under this Agreement and in accordance with applicable Law, subject to the indemnity set forth in paragraph (b)(iii) below.

(ii) MEPE will pay all present and future (whether national or local) Taxes applicable to MEPE arising from or in connection with its rights and obligations under this Agreement by the date such amounts are due..

(iii) It is expressly understood that each Party will be separately responsible for all Taxes imposed on its overall net income.

(b) Fines

(i) Any fines, penalties or other costs incurred by the Seller or its agents, officers, directors, employees, Affiliates, contractors or subcontractors for non-compliance by the Seller, its agents, officers, directors, employees, Affiliates, contractors or subcontractors with the requirements of any applicable Laws or Governmental Approvals will not be reimbursed by MEPE but will be the sole responsibility of the Seller.

(ii) If any fines, penalties or other costs are assessed against MEPE or its agents, officers, directors, employees, Affiliates, contractors or subcontractors by any Governmental Authority due to the non-compliance by the Seller with any applicable Laws, the Grid Code or Governmental Approvals, the Seller will indemnify and hold harmless MEPE against any and all losses, liabilities, damages and claims suffered or incurred because of the failure of the Seller to so comply. The Seller will also reimburse MEPE or for any and all legal or

other expenses (including reasonable and documented legal fees) reasonably incurred by MEPE in connection with such losses, liabilities, damages and claims.

(iii) If any fines, penalties or other costs are assessed against the Seller or its agents, officers, directors, employees, Affiliates, contractors or subcontractors by any Governmental Authority due to the non-compliance by MEPE with any applicable Laws, the Grid Code or Governmental Approvals, MEPE will indemnify and hold harmless the Seller against any and all losses, liabilities, damages and claims suffered or incurred because of the failure of MEPE to so comply. MEPE will also reimburse the Seller for any and all legal or other expenses (including reasonable and documented legal fees) reasonably incurred by the Seller in connection with such losses, liabilities, damages and claims.

7.9 Set Off. All payments to be made by either Party under this Agreement shall be made without set-off, counterclaim, withholding or deduction, including any set-off, counterclaim, withholding or deduction for or on account of Taxes, except as expressly provided in this Agreement (including as a result of any credit owing to MEPE as contemplated by Section 5.4) or required by applicable Law.

7.10 Confirmation Statement.

(a) **Confirmation of Availability and Meter Energy**: The Seller must prepare and submit a daily Confirmation Statement to MEPE no later than three Business Days after the day to which it relates with respect to each Settlement Period occurring during such day. In addition, the Seller must prepare and submit a Meter Reconciliation Statement to MEPE following the annual meter test or any other meter test conducted pursuant to Section 4.3(a)(iv). The Meter Reconciliation Statement will set out the results of any relevant test and any adjustments to be made or other action to be taken following the test.

(b) **Access to Information**: The Seller must provide any information that MEPE reasonably requests to verify a Confirmation Statement, provided that the information is not otherwise readily available to MEPE.

(c) **Review of Confirmation Statement and Meter Reconciliation Statement**: MEPE will review the Confirmation Statement and any Meter Reconciliation Statement. Each Party will notify the other Party in writing as soon as practicable, and in any event within 10 Business Days after having received the Confirmation Statement or Meter Reconciliation Statement of any errors or omissions which the reviewing Party believes should be corrected. Subject to any alleged errors or omissions notified by the reviewing Party to the other Party in writing pursuant to this Subsection, the information contained in a Confirmation Statement or Meter Reconciliation Statement will, other than in the case of fraud, misrepresentation, manifest error, incomplete data or information that needs further investigation or verification, and subject to Section 7.10, be deemed to have been approved by both Parties on the day falling 15 Business Days after such Confirmation Statement or Meter Reconciliation Statement has been received, and such Confirmation Statement shall be deemed a Final Confirmation Statement.

(d) **Disputes**: If the Parties cannot agree on whether any information contained in a Confirmation Statement or Meter Reconciliation Statement is complete or correct within 14 Business Days after the Confirmation Statement or Meter Reconciliation Statement was received, the Dispute may be referred by either Party for resolution by way of determination by an Expert under Section 12.3. Upon resolution of such Dispute by the Parties, including by reason of the determination of an Expert, the subject Confirmation Statement shall be deemed a Final Confirmation Statement.

(e) **Final Confirmation Statement**: The information contained in a Final Confirmation Statement will be binding on both Parties for the purposes of this Agreement other than in the following circumstances:

(i) in the case of fraud or misrepresentation; or

(ii) in the event of any adjustments pursuant to Section 4.3(b).

(f) **Disputes Limitation**: Neither Party may dispute the information contained in, or referred to in, a Confirmation Statement or Meter Reconciliation Statement at any time after the first anniversary of the date to which the Confirmation Statement or Meter Reconciliation Statement relates.

(g) **Effect of Confirmation Statement**: To the extent available, the Final Confirmation Statements will be used by the Seller to prepare Payment Invoices as required by Section 7. To the extent that the Final Confirmation Statements are not available at the end of the Billing Period, the Seller may prepare Payment Invoices by using the appropriate Confirmation Statements. Upon resolution of any pending Dispute over a Confirmation Statement or receipt of a Final Confirmation Statement for any Payment Invoice prepared on the basis of an unconfirmed Confirmation Statement, the Seller will reflect any necessary adjustments for the preceding month in the next Payment Invoice, as applicable, to be issued by the Seller.

8. Parties' Covenants

8.1 MEPE's Covenants and Responsibilities.

(a) MEPE must do all things required by it under this Agreement and each Project Agreement to which it is a party in a manner which is intended to achieve the efficient and effective implementation of the Project in accordance with the terms of this Agreement.

(b) MEPE's responsibilities include:

(i) arranging for and providing the Seller with the Access Rights for the Site;

(ii) ensuring that the Seller is provided with the New Transmission Facilities Access Rights;

(iii) ;providing cooperation to ensure that the Transmission Interconnection Date occurs by the Scheduled Transmission Interconnection Date;

(iv) establishing and maintaining the MEPE Security in accordance with Section 16;

(v) making timely Energy Payments to the Seller;

(vi) if required, making any Termination Payment to the Seller; and

(vii) establishing for the benefit of the Seller the Government Guarantee as described in Section 21 to be maintained from the Effective Date until the end of the Term,

in each case in accordance with the terms of this Agreement.

8.2 Seller's Covenants

(a) The Seller must do all things required by it under this Agreement and the Project Agreements in a manner which is intended to achieve the efficient and effective implementation of the Project in accordance with the terms of this Agreement.

(b) The Seller's responsibilities include:

(i) the design, development, construction, financing, operation and maintenance of the Facility;

(ii) the design, development, construction, financing and handover to MEPE of the New Transmission Facilities including financing for both the New Transmission Facilities Site and the New Transmission Facilities Access Rights according to the dates set forth in Section 2.2;

(iii) the provision of each Seller Security;

(iv) the provision of:

(A) the Phase 1 Contracted Capacity of the Facility to MEPE for the period from (and including) the Phase 1 Commercial Operation Date of the Facility until the day immediately preceding the Phase 2 Commercial Operation Date of the Facility; and

(B) the Phase 2 Contracted Capacity of the Facility to MEPE for the period from (and including) the Phase 2 Commercial Operation Date of the Facility until the day immediately preceding the Phase 3 Commercial Operation Date of the Facility; and

(C) the Phase 3 Contracted Capacity of the Facility to MEPE for the period from (and including) the Phase 3 Commercial Operation Date of the Facility until the expiry of the Term; and

(v) entering into EPC Contracts with EPC Contractors on a lump sum, turnkey basis,

in each case in accordance with the terms of this Agreement.

(c) The Seller shall notify MEPE no later than 30 days prior the Financial Close, if the Financial Closing Date occurs earlier than the Scheduled Financial ClosingDate set forth in Section 2.2.

(d) If the Seller fails to control the output and there is reliable and reasonable evidence that such failure to maintain the fluctuation results in the breakdown of the MEPE System, the Seller shall pay liquidated damages to MEPE in an amount equal to USD twenty five thousand (25,000) per the occurrence(s) of the breakdown of the MEPE System during each Calendar Day.

9. Operations and Maintenance

9.1 Facility Operation and Reliability Standards. The Seller shall at all times during the term of this Agreement operate, maintain and repair the Facility in a manner consistent with Good Utility Industry Practice and shall staff, control and operate the Facility consistent at all times with the operating procedures referenced below in this Section 9.1:

The Seller shall provide a maintenance schedule for the Facility for the first year of operation at least thirty (30) days prior to the Phase 1 Commercial Operation Date.

Thereafter, the Seller shall submit to MEPE annual maintenance schedules no later than October 1 of each year that cover the twelve (12) month period starting January 1 and ending December 31 and a long-term maintenance schedule that will encompass the immediately ensuing four (4) maintenance years.

MEPE shall provide written notice of any reasonable objections to the proposed annual maintenance schedule within [seventy five (75) days] of receipt thereof, and failure to so object shall be deemed approval of the annual maintenance schedule.

The Seller shall furnish MEPE with reasonable advance notice of any change in the annual maintenance schedule. Reasonable advance notice of any change in the annual maintenance schedule involving any shutdown of the entire Facility is as follows:

Un-Scheduled Outage Expected Duration	Advance Notice to MEPE
Less than 2 days	at least 7 days
2 to 5 days	at least 14 days
Over 5 days	at least 30 days

The Seller shall not schedule any planned maintenance outages for the entire Facility during any weekday of any on-peak period without the prior written approval of MEPE not to be unreasonably withheld, delayed or conditioned.

The Seller will provide daily production forecast data at least one day prior to the production day and provide production forecasts every fifteen (15) minutes electronically or via telephone communications, if possible.

9.2 Operations Record. The Seller shall maintain operations and maintenance records, logs and other information, including meteorological data, solar irradiance data, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to the Facility or its interconnection with the Grid. The operations record shall be available for inspection by MEPE upon reasonable advance request subject to requirements of confidentiality.

9.3 Coordination. The Seller shall (x) maintain operating communications at and up to the Facility and (y) on behalf of MEPE, maintain operating communications between the Facility, the Grid and the Interconnection Facilities.

10. Default and Termination

10.1 Termination by the Seller.

(a) Each of the following events will be considered an **"Event of Default"** by MEPE:

(i) MEPE fails to pay any undisputed amount due and payable to the Seller under this Agreement, and the failure to pay continues unremedied for a period of 45 days after the date on which the Seller gives MEPE a notice of the failure to pay;

(ii) MEPE is dissolved or liquidated, other than in connection with a voluntary dissolution or liquidation as part of a reorganization, privatization, or reincorporation;

(iii) MEPE is reorganized, privatized, reincorporated, or abolished by law or any other governmental action, without, in all cases, any successor being one or more of the following:

(A) an entity owned or controlled by the Government of Myanmar;

(B) an entity not owned or controlled by the Government of Myanmar but which is capable of performing the obligations of MEPE under this Agreement and is acceptable to the Seller;

(C) any entity whose obligations are supported by the Government Guarantee as stated in Section 21 on the same terms as which MEPE's obligations are supported by the Government Guarantee as stated in Section 21, and such Government Guarantee and the Credit Support remains in full force and effect with respect to such entity after such entity succeeds the MEPE; or

(D) any other entity reasonably acceptable to the Seller;

(iv) except as permitted in accordance with Section 19.1, MEPE makes a general assignment of this Agreement or any of its rights under this Agreement or of its interest in the New Transmission Facilities or the Facility for the benefit of its creditors;

(v) any representation or warranty made by MEPE in this Agreement or in any other Project Agreement to which MEPE is a party is false or misleading in any material respect when made or when deemed to be made or repeated;

(vi) MEPE enters into voluntary insolvency proceedings or is declared bankrupt under any insolvency law;

(vii) MEPE fails to provide, replenish or to replace an MEPE Security as required under Section 16.1 and the failure remains unremedied for a period of 30 days; or

(viii) MEPE fails to comply with any of its material obligations under this Agreement or any of the other Project Agreements to which MEPE is a party (to the extent not subject to clauses (i) through (vii) above), ~~the Government of~~ Myanmar acting through the Ministry of Electric Power fails to comply with any of its obligations under the Government Guarantee, any Governmental Authority fails to comply with any of its obligations under any Governmental Project Agreement to which it is a party, the Government Guarantee fails for any reason to be valid or binding against the Ministry of Electric Power or any other applicable Governmental Authority or otherwise in full force and effect, or any Governmental Authority fails to provide any permit, license, consent or other approval as contemplated by this Agreement, and, in each case, such failure continues unremedied for a period of 60 days from the date the Seller gives notice to MEPE of such failure, or, if a further period is required to remedy such failure and, at all times during the 60 day period and this further period, MEPE is using all reasonable efforts to remedy (or obtain the remedy of) the relevant failure, a further period of 120 days.

(ix) Termination Prior to Commercial Operation Date: If MEPE terminates this Agreement prior to the Commercial Operation Date for any reason other than an Event of Default by the Seller, MEPE shall make a Termination Payment following the payment formula set out in Exhibit H.

(b) Without limitation to any other remedy available to it including those set forth in Section 10.3 below, and subject to the provisions in Section 10.3 with respect to a termination of this Agreement and any applicable remedy period specified in the relevant provisions having expired, the Seller will be entitled to immediately terminate this Agreement by written notice to MEPE if an Event of Default by MEPE has occurred.

(c) If this Agreement is terminated pursuant to paragraph (b) above, the provisions of Section 10.3(c), Exhibit H (Consequences of Termination) and Exhibit N (Transfer Procedure) will apply.

10.2 Termination by MEPE.

(a) Each of the following events will be considered an **"Event of Default"** by the Seller:

(i) the Seller fails to pay any undisputed amount due and payable under this Agreement and the failure to pay continues unremedied for a period of 45 days after the date on which MEPE gives notice of the failure to pay to the Seller;

(ii) at any time after the Phase 1 Commercial Operation Date of the Facility, damage (excluding any damage caused by Force Majeure) to the Facility that renders the Facility substantially incapable of generating electricity and the Parties agree (or it is otherwise determined as the result of a Dispute under Section 12) that it is unlikely that the Facility can be restored within 12 months from the date the damage occurred to a condition that will allow:

(A) the portion of the Contracted Capacity established for the Facility that has, at the time of the damage, achieved its Phase 1 Commercial Operation Date to be at least 80 percent (80%) of its Phase 1 Contracted Capacity immediately following restoration;

(B) the portion of Contracted Capacity established for the Facility that has, at the time of damage, achieved its Phase 2 Commercial Operation Date to be at least 80 percent (80%) of its Phase 2 Contracted Capacity immediately following restoration;

(iii) if the Parties agree (or a determination is made pursuant to a Dispute under Section 12) on restoration of the Facility as a result of damage (excluding any damage caused by Force Majeure) to the Facility to the minimum condition specified in clause (ii)(A) or (ii)(B), as applicable, above, the Seller fails to carry out the restoration within the twelve (12) months specified in paragraph (ii) above and the restoration remains uncompleted 90 days from the date on which MEPE gives notice of such failure to the Seller;

(iv) the Seller is dissolved or liquidated, other than voluntary dissolution or liquidation as part of a reorganization or reincorporation;

(v) except as permitted in accordance with Section 19.1, the Seller makes a general assignment of this Agreement or any of its rights under this Agreement or of its interest in the Facility for the benefit of its creditors or the Seller transfers all or substantially all of its assets to another person;

(vi) the Seller enters into voluntary insolvency proceedings or is adjudicated bankrupt under any insolvency law;

(vii) the Seller fails to comply with any of its material obligations under this Agreement or the Governmental Project Agreement (to the extent not subject to any of the other clauses in this Section 10.2(a)) and the failure to comply continues un-remedied for a period of 90 days from the date on which MEPE gives notice of the failure to comply to the Seller;

(viii) the Construction Commencement Date fails to occur by the Scheduled Construction Commencement Date, other than by reason of an event of Force Majeure or Governmental Force Majeure or a breach by MEPE of its obligations under this Agreement or any other Project Agreement to which MEPE is a party, and the Construction Commencement Date has still not occurred 45 days after the date on which MEPE gives notice of this failure to the

Seller excluding any delays caused by Force Majeure and Governmental Force Majeure and except delays due to breaches by MEPE of this Agreement;

(ix) the New Transmission Facilities Handover Date fails to occur by the Scheduled New Transmission Facilities Handover Date, other than by reason of an event of Force Majeure or Governmental Force Majeure or a breach by MEPE of its obligations under this Agreement or any other Project Agreement to which MEPE is a party, and the New Transmission Facilities Handover Date has still not occurred 90 days after the date on which MEPE gives notice of this failure to the Seller excluding any delays caused by Force Majeure and Governmental Force Majeure and except delays due to breaches by MEPE of this Agreement;

(x) a Commercial Operation Date of the Facility fails to occur by the relevant Scheduled Commercial Operation Date, other than by reason of an event of Force Majeure or Governmental Force Majeure or a breach by MEPE of its obligations under this Agreement or any other Project Agreement to which MEPE is a party, and has still not occurred 90 days after the date on which MEPE gives notice of this failure to the Seller excluding any delays caused by Force Majeure and Governmental Force Majeure and except delays due to breaches by MEPE of this Agreement;

(xi) the Seller abandons the Project for 45 consecutive days and, after receiving notice from MEPE, fails:

(A) to indicate within 10 Business Days of receipt of the notice, its intent to resume such activities within a period of time acceptable to MEPE; and

(B) to resume the Project activities within that period of time;

(xii) there is a transfer of an equity ownership interest in the Seller which falls outside the permitted transfers set out in Section 19.2 and MEPE's prior written approval of the transfer, to the extent required by Section 19.2, has not been given and the breach continues unremedied for a period of 30 days from the date on which the transfer occurred;

(xiii) at any time after the Phase 1 Commercial Operation Date of the Facility, during any period of 2 consecutive years, the aggregate Actual Average Annual Output of the Facility, which has achieved either the Phase 1 Commercial Operation Date or the Phase 2 Commercial Operation Date or the Phase 3 Commercial Operation Date, as the case may be, prior to or during that 2 year period falls below 80 percent (80%) of the aggregate "Yearly Energy Output Estimates" as stated in Exhibit I (Yearly Energy Output Estimates) for that period, provided that such aggregate "Yearly Energy Output Estimate" for the 2 year period will be proportionally adjusted to exclude periods during which:

(A) it is not lawful for the Seller to operate the Facility due to causes not attributable to the Seller;

(B) the Seller is affected by Force Majeure or Governmental Force Majeure; or

(C) the Facility is being restored in accordance with Section 13.6 or as contemplated by paragraph (ii) above so as not to constitute an Event of Default;

(xiv) the Seller fails to achieve Financial Closing Date by the Scheduled Financial Closing Date (other than to the extent that the delay is caused by a breach by MEPE of this Agreement or by another Governmental Authority of any Governmental Project Agreement), unless by that date it has provided MEPE with copies of irrevocable and unconditional written commitments from the Shareholders to provide capital contributions to the Seller in amounts sufficient to enable the Seller to fund the development, construction and completion of the Facility;

(xv) the Seller does not notify MEPE of the Financial Closing Date or refinancing at least 30 days prior to the Financial Closing Date or refinancing or provide any Refinancing Documents within 30 days after the Financial Closing Date or refinancing ;

(xvi) the Seller fails to provide Financial Close Security by the date required under Section 16.2 and to replace any Seller Security by the date required under Section 16.3(a)(iv) and the relevant Seller Security has still not been replaced 60 days after the date on which MEPE gives notice of this failure to the Seller;

(xvii) any representation or warranty made by the Seller in connection with this Agreement or a Governmental Project Agreement is false or misleading in any material respect when made or when deemed to be made or repeated; or

(xviii) the Seller delivers electricity to a third party in breach of Section 5.3 and delivery of electricity to the relevant third party continues on the date 90 days after MEPE gives notice to the Seller of such breach.

(xix) Termination Prior to Commercial Operation Date: If Seller terminates this Agreement prior to the Commercial Operation Date for any reason other than an Event of Default by the MEPE, Seller shall make a Termination Payment following the payment formula set out in Exhibit H.

(b) Without limitation to any other remedy available to it including those set forth in Section 10.3 below, and subject to the provisions in Section 10.3 with respect to a termination of this Agreement and any applicable remedy period specified in the relevant provisions having expired, MEPE will be entitled to immediately terminate this Agreement by written notice to the Seller if an Event of Default by the Seller has occurred.

(c) If this Agreement is terminated pursuant to paragraph (b) above, the provisions of Section 10.3(c), Exhibit H (Consequences of Termination) and Exhibit N (Transfer Procedure) will apply.

10.3 Remedies

(a) Suspension of Performance and Remedies at Law. Upon the occurrence of an Event of Default, the Non-Defaulting Party shall have the right, but not the obligation, to (i) suspend its performance under this Agreement, and (ii) exercise such other

remedies as provided for in this Agreement or at law, to the extent not inconsistent with the terms of this Agreement, including, without limitation, the termination right set forth in Section 10.1(b) or 10.2(b), as the case may be. Upon the occurrence of an Event of Default by MEPE, the Seller may suspend its performance under this Section 10.3 and MEPE shall continue to pay any sums payable pursuant to this Agreement according to Section 7 on the same basis as if the MEPE Event of Default by MEPE constituted a curtailment that is not an Allowable Curtailment.

(b) Termination: Upon the occurrence of any Event of Default the following procedure shall apply:

(i) The Party that is not the subject of such Event of Default (the "Non-Defaulting Party") may give a Termination Notice to the other Party (the "Defaulting Party") specifying in reasonable detail the Event of Default giving rise to such Termination Notice, and the date on which the Non-Defaulting Party proposes to terminate this Agreement, which date shall not be less than forty five (45) days after the date of such notice (or such longer period as may be provided herein).

(ii) During the period of forty five (45) days (or such longer period as may be provided herein and set forth in the Termination Notice or as the Parties may otherwise agree) following the giving of such Termination Notice (the "**Cure Period**"), the Parties shall consult as to what steps shall be taken with a view to (i) mitigating the consequences of and (ii) curing such Event of Default.

(iii) At the expiry of the Cure Period, if the applicable Event of Default has not been cured and the Parties have not agreed to extend the Cure Period, the Non-Defaulting Party may terminate this Agreement by giving written notice thereof to the Defaulting Party, whereupon this Agreement shall terminate on the date specified for termination in such notice or such later date as the Parties shall have agreed and Section 10.3(c) below shall apply.

(c) Termination Payments. If the Non-Defaulting Party terminates this Agreement pursuant to a Termination Notice, it shall be entitled to calculate and receive as its sole remedy for such Event of Default, a Termination Payment in accordance with Exhibit H Consequences of Termination) and as follows:

(i) *Prior to the Commercial Operation Date.*

(A) If MEPE terminates this Agreement because of an Event of Default by the Seller occurring after the Financial Effective Date and prior to the Commercial Operation Date, MEPE shall drawdown the Construction Security provided by the Seller upon signing of this Agreement and MEPE shall have the option to purchase all of Seller's right, title and interest in and to the Project as reflected in Exhibit H (Consequences of Termination).

(B) If the Seller terminates this Agreement because of an Event of Default by MEPE prior to the Commercial Operation Date, the Termination Payment due to the Seller shall be for an amount equal to the payment calculated in accordance with the provisions of Exhibit H (Consequences of Termination).

(ii) *Termination on or after the Commercial Operation Date.*

(A) If MEPE terminates this Agreement because of an Event of Default by the Seller occurring on or after the Commercial Operation Date, the Termination Payment due to MEPE shall equal [ ][6] and MEPE shall have the option to purchase all of Seller's right, title and interest in and to the Project for an amount equal to the payment calculated in accordance with the provisions of Exhibit H (Consequences of Termination).

(B) If the Seller terminates this Agreement because of an Event of Default by MEPE occurring on or after the Commercial Operation Date, the Termination Payment due to the Seller shall be equal to the purchase price that MEPE shall be required to pay to purchase all of Seller's right, title and interest in and to the Project as calculated in accordance with the provisions of Exhibit H (Consequences of Termination).

(iii) *Acceptability of Liquidated Damages.* Each Party agrees and acknowledges that (i) the damages that the Parties would incur due to an Event of Default would be difficult or impossible to predict with certainty, and (ii) it is impractical and difficult to assess actual damages in the circumstances stated, and therefore the Termination Payment as agreed to by the Parties and set forth herein is a fair and reasonable calculation of such damages.

(iv) *Payment of Termination Payment.* The Defaulting Party shall make the Termination Payment within ninety (90) Business Days after such notice is effective. If the Defaulting Party disputes the Non-Defaulting Party's calculation of the Termination Payment, in whole or in part, the Defaulting Party shall, within ninety (90) Business Days of receipt of the calculation of the Termination Payment, provide to the Non-Defaulting Party a detailed written explanation of the basis for such dispute. If the Parties are unable to resolve the dispute within thirty (30) days, Section 12 shall apply.

(v) *Use and Return of Credit Support.* In the event that the Defaulting Party is MEPE and MEPE fails to pay the Termination Payment in full within the time period set forth in Section 10.3(c)(iv), MEPE will satisfy the unpaid portion of the Termination Payment from the MEPE Security.

(vi) *Option to purchase on Termination.* In the event of termination of this Agreement by MEPE due to an Event of Default by the Seller, MEPE shall have the right, but not the obligation, to purchase the Facility for the purchase price determined in accordance with the provisions of Exhibit H (Consequences of Termination).

(d) Limitation of Remedies, Liability and Damages. Except as expressly set forth in this Agreement, there is no warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are disclaimed. The Parties confirm that the express remedies and measures of damages provided in this Agreement satisfy the essential purposes hereof. For breach of any provision for which an express remedy or measure of damages

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[6] Need to specify the amount that is payable by the Seller to MEPE as a Termination Payment in this circumstance.

is provided, such express remedy or measure of damages shall be the sole and exclusive remedy, the obligor's liability shall be limited as set forth in such provision and all other remedies or damages at law or in equity are waived. If no remedy or measure of damages is expressly provided in this Agreement, the obligor's liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy, and all other remedies or damages at law or in equity are waived. Unless expressly provided in this Agreement, neither Party shall be liable for consequential, incidental, punitive, exemplary or indirect damages, lost profits or other business interruption damages, by statute, in tort or contract, under any indemnity provision or otherwise.

11. Contract Administration and Notices

11.1 Notices. All notices, demands or other communications required from or given by a Party pursuant to this Agreement shall be provided to the other Party in accordance with the requirements set forth in this Section 11.1. All notices, demands or other communications required under this Agreement shall be given or made in writing and shall be delivered personally, sent by facsimile (fax), sent by a courier service, or mailed by registered or certified mail, postage prepaid to the Parties at the following addresses, or at such other address as may be designated by notice given pursuant hereto:

If to the Seller:

ACO Investment Group
475 Park Avenue S, 32nd Floor,
New York, NY 10016, USA
Attn: Hari Achuthan
Phone: +1 (212) 683-0400
Fax: [________________________]
Email: Hari.achuthan@acoinvestment.com

If to MEPE:

Myanma Electric Power Enterprise
Office Building No. 27,
Ministry of Electric Power, Nay Pyi Taw,
Republic of the Union of Myanmar
Attn: Managing Director
Phone: (09-5)67-410202
Fax: (09-5)67-410074
Email: mepemd@mepe.gov.mm

Notices given by hand or sent by telecopy shall be deemed given the day so given, transmitted or sent. Notices mailed or sent by a courier service as provided herein shall be deemed given on the third Business Day following the date so mailed or on the date of actual receipt, whichever is the earlier.

11.2 Representative for Notice. Each Party shall maintain a designated representative to receive notices. Either Party may, by written notice to the other, pursuant to Section 11.1 above, change the representative or the address to which such notices and communications are to be sent.

11.3 Authority of Representatives. The Parties' representatives designated in Section 11.2 above shall have authority to act for their respective principals in all technical matters relating to performance of this Agreement and to attempt to resolve disputes or potential disputes. However, they shall not have the authority to amend or modify any provision of this Agreement.

11.4 Operating Records. The Seller and MEPE shall each keep complete and accurate records and all other data required by each of them for the proper administration of this Agreement, including such records as may be required by regulatory authorities.

11.5 Billing and Payment Records. To facilitate payment and verification, the Seller and MEPE shall keep all books and records necessary for billing and payments in accordance with the provisions of Section 7 and grant the other Party reasonable access to those records.

11.6 Examination of Records. The Seller and MEPE may examine the billing and operating records and data kept by the other relating to transactions under, and administration of, this Agreement at any time during the period the records are required to be maintained, upon request and during normal business hours.

12. Dispute Resolution

12.1 Disputes. Any dispute, claim, difference or controversy arising out of, relating to or having a connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequence of its nullity and any dispute relating to any non- contractual obligations arising out of or in connection with this Agreement (a "**Dispute**"), to the extent not otherwise provided in this Agreement, must be resolved in accordance with this Section 12. In the event of a Dispute, either Party may serve the other with written notice at any time of a Dispute having arisen (a "**Notice of Dispute**"). The Notice of Dispute must set out brief details of the nature of the Dispute.

12.2 Resolution.

(a) The Parties agree that they will commence good faith negotiations within 14 days of a Notice of Dispute being sent by one Party to the other in respect of that Dispute. These negotiations will involve discussions between designated and authorized representatives of each Party.

(b) If the Parties are unable to resolve the Dispute amicably within 60 days of service of the relevant Notice of Dispute, the Parties must appoint an Expert in accordance with Section 12.3 or refer the Dispute to arbitration in accordance with Section 12.4.

12.3 Expert Determination.

(a) Where expressly provided for in this Agreement or if the Parties agree that the Dispute involves in whole or in part:

(i) a technical engineering issue, the Parties will in good faith attempt to appoint a suitably experienced and qualified independent engineer or engineering firm acceptable to both of them (acting reasonably);

(ii) a financial issue, the Parties will in good faith attempt to appoint a financial advisor or investment bank reasonably satisfactory to both of them; or

(iii) any other issue with respect to which referral to an Expert is provided for under this Agreement, the Parties will in good faith attempt to appoint an Expert with appropriate expertise for the subject matter reasonably satisfactory to both of them,

in each case to act in relation to the Dispute and to render a determination; provided that any person appointed as an Expert for the purposes of this paragraph will:

(A) be independent from both of the Parties and the Shareholders of the Seller; and

(B) not have any potential conflicts of interest with regard to the Dispute.

(b) The Expert, acting as an expert and not as an arbitrator, shall give notice of his decision to the Parties within 90 days of his appointment. The Expert must provide the Parties with a draft of his decision with reasons seven days prior to formal delivery and must give the Parties an opportunity to draw to his attention any factual error or misconception and to request that it be corrected. The Expert will be entitled at his sole discretion to an extension of time for the making of his decision by a maximum of 14 days.

(c) The Parties will share equally the cost of the Expert. Subject to paragraph (d) immediately below, absent fraud, manifest error, negligence or willful misconduct with respect to the Expert's determination, the Parties hereby waive any right to appeal or review any determination of the Expert. The Parties further undertake to promptly carry out any action required following any determination and, if applicable, the Parties acknowledge that a judgment of any determination may be entered by any court or tribunal having jurisdiction.

(d) A Party who disagrees with the determination of the Expert may refer the Dispute to arbitration in accordance with Section 12.4 within 30 days from the date of receipt of the determination of the Expert.

(e) If:

(i) other than with respect to Disputes expressly made subject to resolution by way of Expert determination under this Agreement, the Parties fail to agree that a Dispute falls within the scope of Section 12.3(a) above; or

(ii) the Parties fail to appoint an Expert in accordance with Section 12.3(a) above within 14 days of service of a Notice of Dispute,

then a Party may refer the Dispute to arbitration in accordance with Section 12.4.

12.4 Arbitration

(a) Any Dispute must be referred to and finally resolved by arbitration unless otherwise resolved under Section 12.2 or Section 12.3 and only the amount awarded in such arbitration shall be recoverable in respect of the Dispute so referred.

(b) The arbitration will be conducted under the Rules, which Rules, as modified from time to time, are incorporated by reference into this Section 12.4 (and provided that, in the event of any conflict between the Rules and the provisions of this Section 12.4, this Section 12.4 will prevail).

(c) The venue and seat of arbitration will be Singapore. The law governing the agreement to arbitrate will be the laws of Singapore. The courts of Singapore will have exclusive supervisory jurisdiction over the arbitration proceedings.

(d) The number of arbitrators will be three. The claimant will nominate one arbitrator in the notice of arbitration for appointment. The respondent will nominate one arbitrator in the response for appointment. The third arbitrator (who will be the presiding arbitrator of the tribunal) will be nominated by the two Party-nominated arbitrators within 15 days of the receipt by the second-appointed arbitrator of confirmation of his/her appointment.

(e) The notice of arbitration and the response shall indicate the amount claimed or counterclaimed (if a counterclaim is pursued). If a Party is unable to precisely quantify its claim or counterclaim then it shall provide a reasonable estimate instead.

(f) The language used in the arbitral proceedings will be English. All documents submitted in connection with the proceedings will be in the English language. All the arbitrators will be fluent in English.

(g) No Party will be required to give general discovery of documents, but may be required only to produce specific, identified documents which are relevant to the Dispute.

(h) The Parties agree that they will not object to the recognition and/or enforcement of this arbitration agreement or any arbitral award made by a tribunal appointed pursuant to this arbitration agreement on any ground other than those set out in the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958.

(i) The arbitration agreement, including any sub clause, paragraph or subparagraph of it, is a separable agreement and if any provision of the arbitration agreement is invalid or unenforceable or prohibited by law, it will be treated for all purposes as

severed from the arbitration agreement and ineffective to the extent of the invalidity or unenforceability, without affecting, in any way, the remaining provisions of the arbitration agreement, which will continue to be valid and binding.

(j) Service of any notice of arbitration made pursuant to this Section 12.4 will be at the address given for the sending of notices under this Agreement and in the manner provided for in this Agreement.

12.5 Performance of obligations under Contract:

(a) Each Party must continue to perform its obligations under this Agreement despite the existence of a Dispute.

(b) The provisions of this Section 12 will continue following the termination or expiry of this Agreement.

12.6 Service of Process:

(a) In the event that recourse to the Singapore courts is sought in relation to any arbitral proceedings contemplated by this Section 12:

(i) Each Party will irrevocably appoint a designated representative at that time as its agent under this Agreement for service of process in any proceedings before the Singapore courts in relation to any Dispute.

(ii) If any person appointed as process agent under this Subsection is unable for any reason to so act, the affected must immediately (and in any event within five Business Days of the event taking place) appoint another agent on substantially the same terms. Failing this, the other Party may appoint another process agent with respect to the affected Party for this purpose.

(iii) Each Party agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings.

(b) This Section 12 does not affect any other method of service allowed by law.

13. Force Majeure

13.1 Definition of Force Majeure. **"Force Majeure"** means an event, condition or circumstance which is beyond the reasonable control of the affected Party, which is not the direct or indirect result of a breach by such affected Party of any of its obligations under any Project Agreement and which, despite the reasonable efforts of the affected Party, causes a delay or disruption in the performance by the affected Party of any obligation imposed under this Agreement. Subject to satisfaction of the foregoing requirements, Force Majeure shall include (without limitation) the following:

(a) epidemic or plague;

(b) acts of war (whether war has been declared or not), declaration of national emergency, acts of force by a foreign nation, sanction, imposition of export or import restrictions, blockades, closing of borders;

(c) general strike or work stoppage (other than those solely affecting the Party claiming it as a force majeure), riots, insurrection, civil disturbance, sabotage or acts of public enemies, or acts of terrorism;

(d) Change in Law or the introduction of, or a change to, the Grid Code;

(e) failure (other than, where the Seller is the affected Party, a failure due to an act or omission of the Seller) to obtain or renew any required Governmental Approval;

(f) failure (other than a failure due to an act or omission of the Seller) to procure, grant, obtain or maintain any Access Rights

(g) earthquake, landslide, accident, fire, lightning, explosion or unusually severe weather conditions (including storm, tempest or flood);

(h) expropriation or compulsory acquisition of:

(i) prior to the New Transmission Facilities Handover Date, the New Transmission Facilities or the New Transmission Facilities Site; or

(ii) at any time, the Facility, the Facility Site, any material assets or rights or any shares or other interest in or of the Seller;

(i) any force majeure affecting the performance of any person that is a party to any Project Agreement or other material contract between the Seller and that person relating to the Project-of any of its obligations under any such agreement.

(j) non-availability, inconvertibility or non-transferability of currency for the purposes of the Project.

13.2 Definition of Governmental Force Majeure. "**Governmental Force Majeure**" means:

(a) any act or omission by any Governmental Authority (excepting lawful actions taken by any Governmental Authorities in response to acts or omissions of the Seller or its employees, officers, contractors, servants or agents) which directly and adversely affects the performance by the Seller of any of its obligations under this Agreement or the performance by the Seller or any of the Seller's contractors under any Project Agreement in any material respect;

(b) the occurrence of Force Majeure as described in any one or more of paragraphs (b) and (c) of the definition of Force Majeure where the action or inaction of a Governmental Authority is the controlling or predominant factor in the occurrence of the Force Majeure (provided always that an act of war involving Myanmar (whether war has been declared

or not) will be a Governmental Force Majeure whether initiated by a Governmental Authority or a foreign entity); and

(c) the occurrence of Force Majeure as described in any one or more of paragraphs (d), (e), (f) , (h) and (i) of the definition of Force Majeure where, in the case of the events, conditions or circumstances described in paragraph (e), (f) and (i) of that definition, the action or inaction of a Governmental Authority is the controlling or predominant factor in the occurrence of the Force Majeure and the relevant failure is not attributable to the conduct of the Seller or its employees, officers, contractors, servants or agents.

For the avoidance of doubt, failures to obtain or renew Governmental Approvals or to procure, grant, obtain or maintain any Access Rights that are attributable to the conduct of the Seller, including Seller failing to satisfy the legal requirements for obtaining or renewing Governmental Approvals, shall not constitute Governmental Force Majeure, unless such failure by the Seller is the result of any action or inaction of any Governmental Authority.

13.3 Notice of Force Majeure

(a) The affected Party must, as soon as reasonably practicable following the occurrence of the Force Majeure:

(i) notify the other Party of the Force Majeure, identifying the nature of the event and the likely duration of its effect;

(ii) afford the other Party reasonable access to its facilities for obtaining further information about the event, including access to the Facility, the New Transmission Facilities or the System (as applicable) for the purpose of a site inspection;

(iii) use, at its own cost, reasonable efforts to remedy its inability to perform and to resume full performance of this Agreement as soon as practicable;

(iv) keep the other Party reasonably apprised of its efforts; and

(v) provide written notice of the resumption of performance under this Agreement.

(b) Subparagraphs (a)(i) to (a)(v) above will be conditions to the ability of a Party to obtain relief from its obligations under this Agreement due to Force Majeure.

13.4 Effect of Force Majeure.

(a) Neither Party shall be responsible or liable for any delay or failure in its performance under this Agreement and shall not be construed to be in default in respect of any obligation under this Agreement due to conditions or events of Force Majeure (except that any and all obligations to pay money shall not be delayed or excused by conditions or events of Force Majeure), provided that:

(i) The affected Party has complied with Section 13.3;

(ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and

(iii) the affected Party proceeds with reasonable diligence to remedy its inability to perform and provides regular progress reports to the other Party describing actions taken to end the Force Majeure.

(b) The Term shall be extended in accordance with Section 2.7 as a result of conditions or events of Force Majeure.

(c) For the avoidance of doubt, in the event of the occurrence of Governmental Force Majeure, MEPE shall continue to be obligated to make payments for Energy Output which cannot be delivered due to such Governmental Force Majeure in accordance with Section 5.4 and the payment provisions set out in this Agreement.

(d) Notwithstanding the occurrence of Force Majeure, MEPE shall continue to be obligated to make payments for Energy Output delivered to the Point of Delivery in accordance with the payment provisions set out in this Agreement.

13.5 Termination following Force Majeure.

(a) Either Party may, by giving written notice to the other Party specifying a date for termination which shall not be less than 21 days and not more than 28 days after the date of such notice, terminate this Agreement with effect from the date for termination specified in such notice, if:

(i) Prior to the Commercial Operation Date:

(A) An event of Force Majeure (other than Governmental Force Majeure) affecting the Seller occurs and continues for a period exceeding 12 months; or

(B) An event of Governmental Force Majeure affecting either Party occurs and continues for a period exceeding 24 months; or

(ii) On or after the Commercial Operation Date, an event of Force Majeure (other than Governmental Force Majeure) affecting the Seller occurs and continues for a period exceeding 12 months;

provided that, in each case, the relevant event of Force Majeure or Governmental Force Majeure (as applicable) is continuing at the time the notice of termination is given.

(b) MEPE may, by giving written notice to the Seller specifying a date for termination, terminate this Agreement with effect from the date for termination specified in such notice, if:

(i) Prior to the Commercial Operation Date, an event of Force Majeure (other than Governmental Force Majeure) affecting MEPE occurs at any time and continues for a period exceeding 24 months; or

(ii) On or after the Commercial Operation Date:

(A) An event of Force Majeure (other than Governmental Force Majeure) affecting MEPE occurs and continues for a period exceeding 24 months; or

(B) An event of Governmental Force Majeure affecting either party occurs and continues for a period exceeding 24 months;

provided that, in each case, the relevant event of Force Majeure or Governmental Force Majeure (as applicable) is continuing at the time the notice of termination is given.

(c) Exhibit H (Consequences of Termination) will apply to any termination by either party pursuant to paragraphs 13.5(a) and 13.5(b) above.

13.6 Reconstruction.

(a) If damage to the Facility by an event of Force Majeure (other than Governmental Force Majeure) affecting the Seller after the Phase 1 Commercial Operation Date of the Facility renders the Facility substantially incapable of generating electricity, the Parties will determine (or in the absence of agreement by the Parties an Expert will determine in accordance with Section 12.3), whether within 24 months from the date the damage occurred, the Facility can be restored so that:

(i) The Tested Net Capacity established for the Facility immediately following restoration would be at least 75 percent (75%) of its applicable Contracted Capacity, and

(ii) Actual Average Annual Output of the Facility over the six months immediately following restoration would exceed 75 percent (75%) of its Actual Average Annual Output over the six months immediately preceding the event of Force Majeure.

(b) Subject to paragraph (d) below, if it is determined that the Facility can be restored to the condition specified in paragraph (a) described above within 24 months from the date the damage occurred, this Agreement may not be terminated under Section 13.5 and the Seller must commence restoration of the Facility.

(c) Notwithstanding paragraph (b) above, the Seller will not be required to commence the restoration of the Facility and this Agreement may be terminated by either Party in accordance with Section 13.5 if, after using reasonable efforts and within 90 days from the date the damage occurred:

(i) The Seller cannot obtain any approval required by the Financing Parties for such restoration; or

(ii) The Seller cannot arrange any additional funding required for the relevant restoration on reasonable limited recourse financing terms.

(d) If it is determined that the Facility cannot be restored to the condition specified in paragraph (a) above within 24 months from the date the damage to the Facility occurred, this Agreement may be terminated by either Party in accordance with Section 13.5.

13.7 Governmental Force Majeure. In the case of a Governmental Force Majeure, the provisions of Sections 13.3 and 13.4 of this Agreement shall apply to such Governmental Force Majeure, *mutatis mutandis*, as if such Governmental Force Majeure constituted an event of Force Majeure.

14. Representations and Warranties

14.1 Seller's Representations and Warranties. The Seller hereby represents and warrants that as of the date hereof:

(a) The Seller is [corporation/limited liability company], duly organized, validly existing and in good standing under the laws of the State of [Delaware], and is qualified to perform its obligations under this Agreement in Myanmar and in each other jurisdiction where the failure to so qualify would have a material adverse effect upon the business or financial condition of the Seller; and the Seller has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under, this Agreement.

(b) The Seller has the power to own its assets and to construct the Project.

(c) The Seller has the power to enter into and perform, and has taken all necessary action to authorize the entry into and performance by the Seller of, this Agreement, each other Project Agreement to which the Seller is a party, and the transactions contemplated by this Agreement.

(d) The Seller's entry into this Agreement and its performance of the transactions contemplated by this Agreement and each Project Agreement to which the Seller is a party do not conflict with:

(i) any Law applicable to it;

(ii) its constitutional documents;

(iii) any document which is binding upon it or any of its assets; or

(iv) any Governmental Approval.

(e) Upon the exercise of a purchase of the ownership interest in the Seller by MEPE in accordance with Exhibit H (Consequences of Termination), MEPE will be entitled to assume the rights and obligations of the Seller as provided in the Project Agreements.

(f) No Third Party Project Agreement:

(i) will include any terms or conditions which prevent the Seller from performing its obligations under this Agreement; or

(ii) will provide that any unsecured creditor of the Seller will be given a higher priority as a creditor than MEPE, other than with respect to rights which are mandatorily preferred under general principles of Myanmar law.

(g) Each Third Party Project Agreement:

(i) will be entered into on an arm's-length basis, in the ordinary course of business and, where the relevant contractor is an Affiliate of the Seller, upon fair and reasonable terms no less favorable to the Seller than it would obtain in a comparable transaction with a person which is not an Affiliate;

(ii) will include terms and conditions that can reasonably be expected to enable the Project to be successfully completed and the obligations of the Seller performed as contemplated in this Agreement;

(iii) will include acknowledgments from the counterparties to it that, to the extent required in order to give effect to the purposes of this Agreement, such counterparties will cooperate in the exercise by the Parties of step-in and termination rights (including any related rights) as provided in this Agreement, including the right of MEPE to exercise on behalf of or assume the Seller rights under such Third Party Project Agreement.

(iv) will include confidentiality provisions to ensure the commercially reasonable protection of proprietary or commercially sensitive information; and

(h) The execution, delivery, and performance of its obligations under this Agreement by the Seller have been duly authorized by all necessary [corporate/limited liability company] action, and do not and will not:

(i) violate any provision of law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award currently in effect having applicability to the Seller or violate any provision in any charter documents of the Seller, the violation of which could have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement;

(ii) result in, or require the creation or imposition of any mortgage, deed of trust, pledge, lien, security interest, or other charge or encumbrance of any nature (other than as may be contemplated by this Agreement) upon or with respect to any of the assets or properties of the Seller now owned or hereafter acquired, the creation or imposition of

which could reasonably be expected to have a material adverse effect on the ability of the Seller to perform its obligation under this Agreement.

(iii) result in a breach or constitute a default under the Seller's charter documents, or under any agreement relating to the management or affairs of the Seller or any indenture or loan or credit agreement, or any other agreement, lease or instrument to which the Seller is a party or by which the Seller or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement; or

(i) Subject to any general principles of Myanmar law which limit its obligations and subject to the Effective Date having occurred with respect to the provisions of this Agreement which only take effect on the Effective Date, this Agreement is a valid and binding obligation of the Seller.

(j) To the best of the Seller's knowledge, all approvals, authorizations, consents, or other action required by any Governmental Authority to authorize the Seller's execution and delivery of, and performance under, this Agreement have been, or will when required be, duly obtained and are or will be in full force and effect.

(k) No litigation, arbitration or administrative proceedings are current, or, to its knowledge, pending or threatened against any person, which have or, if adversely determined, are reasonably likely to have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement.

(l) No insolvency, bankruptcy, winding-up, dissolution, administration or reorganization proceedings have been commenced with respect to the Seller that are reasonably likely to have a material adverse effect on the ability of the Seller to perform its obligations under this Agreement or any other Project Agreement to which it is a party.

14.2 Buyer's Representations and Warranties. MEPE hereby represents and warrants that as of the date hereof:

(a) The execution and performance of MEPE's obligations under this Agreement and each other Project Agreement to which it is a party have been duly authorized by all necessary governmental action, and does not and will not require any further governmental consent or approval.

(b) MEPE is a utility enterprise owned by the Government of the Republic of the Union of Myanmar that is responsible for power generation and transmission and is the operator of the System.

(c) MEPE has the power to own its assets.

(d) MEPE has the power to enter into and perform, and has taken all necessary action to authorize the entry into and performance by MEPE of, this Agreement, each other Project Agreement to which it is a party, and the transactions contemplated by this Agreement.

(e) Subject to any general principles of Myanmar law which limit its obligations and subject to the Effective Date having occurred with respect to the provisions of this Agreement or any other Project Agreement to which MEPE is a party which only take effect on the Effective Date, this Agreement and each other Project Agreement to which MEPE is a party is its legally binding, valid and enforceable obligation.

(f) MEPE's entry into this Agreement and any other Project Agreements to which it is a party and its performance of the transactions contemplated by this Agreement do not conflict with:

(i) any Law applicable to it;

(ii) its constitutional (or equivalent) documents; or

(iii) any document which is binding upon it or any of its assets.

(g) The execution and delivery by MEPE of, and the performance by MEPE of its obligations under, this Agreement and each other Project Agreement to which it is a party will not violate any provision of Law, rule, regulation, order, writ, judgment, injunction, decree, determination, or award currently in effect having applicability to MEPE, or conflict with or constitute a breach or default under any contract or agreement of any kind to which MEPE is a party, the violation, conflict, or breach or default of which could have a material adverse effect on the ability of MEPE to perform its obligations under this Agreement.

(h) No litigation, arbitration or administrative proceedings are current, or, to its knowledge, pending or threatened against MEPE that are reasonably likely to have a material adverse effect on the ability of MEPE to perform its obligations under this Agreement or any other Project Agreement to which it is a party.

(i) No insolvency, bankruptcy, winding-up, dissolution, administration or reorganization proceedings (or the equivalent under the Laws of Myanmar) have been commenced with respect to MEPE that are reasonably likely to have a material adverse effect on the ability of MEPE to perform its obligations under this Agreement or any other Project Agreement to which it is a party.

(j) All approvals, authorizations, consents, or other action required by any Governmental Authority to authorize MEPE's execution, delivery and performance under this Agreement have been duly obtained and are in full force and effect.

(k) MEPE may not take advantage of any provision of law relating to sovereign immunity in connection with the transactions contemplated by this Agreement and the other Project Agreements to which it is a party.

15. Insurance and Indemnity

15.1 Evidence of Insurance.

(a) During the construction of the Facility, the Seller shall, at the Seller's expense, maintain or cause to be maintained property damage insurance covering all photovoltaic panels at the Facility on an "all-risk" basis, for the full replacement value of such panels in accordance with Exhibit Q (Evidence of Insurance).

(b) Commencing on the Completion Date, the Seller shall, at the Seller's expense, maintain or cause to be maintained appropriate property and casualty loss insurance for the value of the Facility, and other appropriate insurance for the Facility in accordance with Good Utility Industry Practice, including as follows:

(i) Commercial General Liability covering bodily injury and property damage, machinery, products/completed operations, contractual and personal injury liability, with limits not less than US$5,000,000 combined single limit per occurrence;

(ii) All-risk property insurance including earthquake, tornado, and flood, subject to appropriate sub limits, covering physical loss or damage to all real and personal property located at the Facility.

(c) The general liability insurance shall acknowledge MEPE, its officers, agents, employees, and successors in interest as additional insureds.

(d) The insurance shall not affect the Seller's liability under the indemnity provisions of this Agreement and shall not be terminated, expire nor be materially altered, otherwise than, in each case, in accordance with its terms, except on thirty (30) days prior written notice to MEPE and with MEPE's written consent.[7] Such consent shall not be unreasonably withheld, delayed or conditioned and will be provided within 30 days.

(e) As evidence that policies required by Section 15.1(b) do in fact provide the required coverages and limits of insurance and are in full force and effect, the Seller, and/or its contractor or representative, shall, at least fourteen (14) days prior to the <u>Phase 1 Commercial Operation Date</u>, furnish to MEPE certificates of insurance.

(f) All insurances must be obtained and maintained:

(i) in accordance with all applicable Laws and Good Utility Industry Practice:

(ii) in the amounts and on the terms set out and during the periods prescribed in this Agreement, provided, however, that such amounts and terms may be

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[7] Unusual to require consent. Should confirm that insurance providers are willing to underwrite with this requirement. (discuss YTZ)

changed from time to time by the Seller with the prior written consent of MEPE (such consent not to be unreasonably withheld, delayed or conditioned); and

(iii) in the case of primary insurance, from appropriate reputable Myanmar insurance companies licensed to operate in Myanmar on internationally competitive terms.

(g) If the Seller fails to obtain and maintain any required insurances, MEPE may purchase the relevant insurance at the Seller's expense. MEPE may make any payment or recover any amounts expended or incurred by it in this respect by drawing on the Construction Security and, if the amount available to be drawn under the Construction Security is not sufficient to fully reimburse or compensate MEPE, by making an appropriate adjustment to the Energy Payments during the immediately following Billing Periods until the full amount has been recovered.

15.2 Limitation on Liability.

(a) Indemnification:

(i) Except as otherwise expressly provided in this Agreement including paragraph (ii) below, or unless the damage or injury arises out of, results from, or is caused by, a breach of this Agreement by a Party or by the negligence or misconduct of a Party's officers, directors, employees, agents, Affiliates, contractors or subcontractors, neither Party will be liable to the other for any claims, judgments, liabilities, losses, costs, expenses or damages of any kind or character (including loss of use of property) in connection with damage or destruction of property or personal injury (including death) arising out of the performance of this Agreement, including the design, construction, maintenance or operation of property, facilities or equipment owned or used by the other Party, or the use of, misuse of or contact with the electrical energy delivered or purchased under this Agreement.

(ii) Each Party will indemnify and hold the other Party, and its officers, directors, Affiliates, agents, employees, contractors and subcontractors, harmless from and against any and all third party claims, judgments, losses, liabilities, costs, expenses (including reasonable legal fees) and damages of any nature whatsoever for personal injury, death or property damage (except workers' compensation claims) caused by any act or omission of the indemnifying Party or the indemnifying Party's own officers, directors, Affiliates, agents, employees, contractors or subcontractors that arises out of or is in any manner connected with the performance of this Agreement, except to the extent the injury, death or damage is attributable to the negligence or misconduct of, or breach of this Agreement by, the Party or its officers, directors, Affiliates, agents, employees, contractors or subcontractors seeking indemnification.

(iii) The Seller will defend, indemnify and hold MEPE, and its officers, directors, Affiliates, agents, employees, contractors and subcontractors, harmless from and against any and all claims, judgments, liabilities, losses, costs, expenses (including reasonable attorneys' fees) and damages under every applicable environmental Law or regulation arising out of the condition of the Site or the Seller's ownership or operation of the

Facility, including the discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances from the Facility, the contamination of the soil, air, surface water or groundwater at or around the Site or any related pollution abatement, replacement, removal, or other decontamination or monitoring obligations, except to the extent the relevant damages are attributable to the negligence or misconduct of, or breach of this Agreement by, MEPE, its officers, directors, Affiliates, agents employees, contractors or subcontractors or to conditions pre-existing as of the Execution Date.

(iv) MEPE will not be liable for any damage to or destruction of any property, facilities or equipment operated by the Seller solely as a result of MEPE's Despatch, provided that the Despatch by MEPE was in accordance with the terms of this Agreement and the Grid Code.

(v) In no event will MEPE be liable for any damage to or destruction of property, facilities or equipment operated by the Seller which results solely from the Seller's operation of the Facility.

(b) Consequential Damages:

(i) Neither Party will be liable to the other Party for any indirect, incidental, consequential or punitive damages as a result of the performance or non-performance of the obligations imposed pursuant to this Agreement, including failure to deliver or purchase electrical energy under this Agreement, irrespective of the causes of the relevant failure (including fault or negligence).

15.3 Application to Proceeds. Throughout the Term, and subject to the requirements of the Financing Documents and any rights or remedies under the Financing Documents, the Seller will apply any and all insurance proceeds received in connection with the damage of the Facility toward the repair, reconstruction or replacement of the Facility.

16. MEPE Seller Security for Performance

16.1 Credit Support. Beginning not later than the Phase 1 Commercial Operation Date, MEPE shall provide the Seller with Credit Support to secure MEPE's obligations under this Agreement after the Phase 1 Commercial Operation Date through and including the date that all of MEPE's obligations under this Agreement are satisfied (the "**MEPE Security**"). The MEPE Security shall be based on the "Yearly Energy Output Estimates" provided in Exhibit I (Yearly Energy Output Estimates). If at any time on or after the Phase 1 Commercial Operation Date, the amount of the MEPE Security is reduced as a result of the Seller's draw upon such MEPE Security, MEPE shall replenish such MEPE Security to the total amount required under this Section 16.1 within sixty (60) Business Days of that draw.

(a) MEPE must establish the first MEPE Security at least 30 days before the Phase 1 Scheduled Commercial Operation Date.

(b) Subject to paragraph (c) below, MEPE must maintain (or replace prior to expiry) each MEPE Security until the later of the expiry of the Term and the date on which any amounts that are or may be payable by way of a drawing on the MEPE Security have been

irrevocably paid in full. If the amount of the MEPE Security is reduced below the estimated yearly Energy Payments payable for the balance of the term of that MEPE Security, MEPE must, within 60 days, replenish the MEPE Security, so that the amount of the MEPE Security is equal to the amount of the MEPE Security required to be provided under this Agreement.

(c) The final MEPE Security shall be released no earlier than:

(i) the day falling 30 days after the payment of all relevant amounts due to the Seller under this Agreement upon the termination of this Agreement in accordance with Section 10.1, Section 13.5 and Section 13.6; or

(ii) if paragraph (i) above does not apply, within 30 days from the date on which MEPE ceases to be required to maintain (or replace) the MEPE Security under paragraph (b) above.

(d) The release of the MEPE Security will not prejudice the rights or obligations of the Seller under this Agreement.

(e) Notwithstanding paragraph (b) above, MEPE will not be required to replenish or replace any MEPE Security prior to the 45th day following its expiry if:

(i) MEPE has paid the Payment Invoice scheduled to be payable during the period commencing on the date of expiry of the relevant MEPE Security through the 45th day following the date of its expiry; and

(ii) in any event, the MEPE Security is replaced by not later than the date falling 45 days after the expiry of the relevant MEPE Security.

The stated amount of the MEPE Security shall be in the amount of:

(i) with respect to the first MEPE Security, an amount equal to the aggregate amount of Energy Payments as estimated based on the "Yearly Energy Output Estimates" specified in Exhibit I (Yearly Energy Output Estimates), to be paid during the period commencing on the date on which the MEPE Security is issued and ending on the immediately subsequent 31 March;

(ii) with respect to each MEPE Security other than the first MEPE Security and the last MEPE Security, an amount equal to the aggregate amount of Energy Payments estimated, based on the "Yearly Energy Output Estimates" specified in Exhibit I (Yearly Energy Output Estimates), to be paid during the 12 month period commencing on 1 April of each year and ending on 31 March of the following year; and

(iii) with respect to the last MEPE Security, an amount equal to the aggregate amount of Energy Payments estimated, based on the "Yearly Energy Output Estimates" specified in Exhibit I (Yearly Energy Output Estimates), to be paid during the period commencing on 1 April of the relevant year and ending on the last day of the Term or, if later, the date on which any amounts which may be payable by way of a drawing under the MEPE Security have been irrevocably paid in full,

which, in each case, is to secure MEPE's obligations to pay amounts due from it to the Seller pursuant to this Agreement, including any Termination Payment, and which must:

(A) name the Seller as beneficiary;

(B) be an unconditional and irrevocable commitment to pay by the issuing bank and be either (x) issued by Myanma Foreign Trade Bank with an Approved Financial Institution as advising bank or (y) be issued by Myanma Foreign Trade Bank and advised by, or issued directly by, any other financial institution acceptable to each of MEPE and the Seller (both acting reasonably).

16.2 Financial Close Security and Construction Security

(a) **"Financial Close Security"** means a bank guarantee in the amount of USD 3,000,000 (Three Million U.S. Dollars) for 150MW of Contarcted Capacity or USD $1,000,000 (One Million U.S. Dollars) for 50MW of the Contracted Capacity, which complies with the requirements set out in the definition of Seller's Security and secures any Termination Payment or other amounts that the Seller owes to MEPE due to the occurrence of an Event of Default under Section 10.2(a)(xiv). Financial Close Security will be provided within 45 days after execution of this Agreement. MEPE will return the Financial Close Security within 7 Business Days after the Seller provides the Construction Security.

(b) **"Construction Security"** means a bank guarantee in the amount of USD 4,000,000 (Four Million U.S. Dollars) for 100MW of the Contracted Capacity (**"100MW Construction Security"**) and USD 2,000,000 (Two Million U.S. Dollars) for 50MW of the Contracted Capacity (**"50MW Construction Security"**), which complies with the requirements set out in the definition of Seller's Security and secures any Termination Payment or other amounts that the Seller owes to MEPE due to the occurrence of an Event of Default under Sections 10.2(a)(viii) to 10.2(a)(x), any liquidated damages that may be payable by the Seller under Section 16.3(c) or Section 16.3(d), and any other amounts that may be payable by the Seller to MEPE from time to time. The 100MW Construction Security will be provided within 45 days after the Financial Closing Date. MEPE will return the 100MW Construction Security within 7 Business Days after the Phase 1 Commercial Operation Date subject to the Seller providing the 50MW Construction Security. If the Scheduled Construction Commencement Date for 50MW of Contracted Capacity is delayed by MEPE, MEPE will return the Construction Security within 7 Business Days of notification of the delay. Subsequently, the Seller will provide Construction Security for 50MW Contracted Capacity, 45 days prior to Scheduled Construction Commencement Date.

16.3 Security and Liquidated Damages.

(a) **Establishment of Seller Security.**

(i) The Seller must maintain (or renew prior to expiry) each Seller Security until the later of : (x)

(A) in the case of the Financial Close Security, the first Financial Closing Date;

(B) in the case of the Construction Security, the relevant Commercial Operation Date with respect to which the Construction Security is provided; and

(y) the date on which any amounts:

(1) which have been claimed by MEPE; or

(2) which may become payable following the resolution of any Dispute which has been raised by either Party, in each case on or before the date in paragraph (A) or (B) above (as applicable), have been irrevocably paid in full. The Seller is not obliged to provide any replacement of the bank guarantees representing the Financial Close Security or the Construction Security if there is a drawing on any of such Seller Security.

(ii) Intentionally Omitted.

(iii) Intentionally Omitted.

(iv) If a Seller Security has a stated expiration date prior to the date through which it must be maintained pursuant to this Section 16.3 and MEPE does not receive replacement Seller Security or an extension endorsement on the date falling at least 10 Business Days prior to the then current stated expiration date of that Seller Security, MEPE will be entitled to draw on the full amount of that Seller Security and hold the proceeds as security for the Seller's obligations for application as contemplated in this Agreement. Any proceeds of the drawing on the relevant Seller Security will be returned to the Seller or at the Seller's direction by MEPE upon receipt by MEPE of any such replacement Seller Security.

(v) The Seller may provide MEPE with a written request to provide the Seller Security in the form of a single bank guarantee, rather than in separate bank guarantees. If MEPE (acting reasonably in considering such a request) accepts such a request, MEPE must promptly notify the Seller in writing of its acceptance of such request. If a single bank guarantee is to be provided to satisfy the Seller's obligations to provide the Seller Security, the face value of the relevant bank guarantee is to be in an amount equal to the aggregate amount of the Seller Security and may be reduced by:

(A) an amount equal to the required amount of the Financial Close Security, on the Financial Closing Date; and

(B) an amount equal to the required amount of the Construction Security, on the relevant Commercial Operation Date with respect to which the Construction Security is provided;

and all other provisions relating to the Seller Security in this Section 16.3 will otherwise apply equally to the single bank guarantee that satisfies the Seller's obligations to provide the Seller Security.

(b) **MEPE's Right to draw on Seller Security**

(i) The Seller acknowledges and understands:

(A) that MEPE has entered into this Agreement in reliance on and in consideration of the Seller's representation that the Facility will be in operation with respect to each of Phase 1, Phase 2 and Phase 3, no later the Phase 1 Scheduled Commercial Operation Date and Phase 2 Scheduled Commercial Operation Date and Phase 3 Scheduled Commercial Operation Date respectively; and

(B) that MEPE will include the Facility in its various capacity forecasts on this basis.

(ii) The Seller further acknowledges and understands that in order to meet its obligations as an independent power producer, MEPE must have adequate assurance that construction of the Facility, and the New Transmission Facilities, are proceeding in a timely fashion in order to forecast adequately and meet the System's capacity needs as well as to avoid incurring production costs higher than those planned by MEPE.

(iii) Given the foregoing understanding by the Seller, the Seller agrees that MEPE will have the right in each instance to draw against the Seller Security in accordance with the following procedure:

(A) if the Seller becomes liable to pay liquidated damages or MEPE is otherwise entitled to compensation or other amounts which, in each case, are secured by Seller Security, and such amount is not subject to a Dispute, MEPE may claim such amounts not subject to such Dispute by issuing an invoice for such amount to the Seller and requiring the Seller to make direct payment to MEPE of such amount within 45 days from the date of the invoice;

(B) if the Seller fails to make payment in full of the invoiced amount by the due date, MEPE may draw on the Seller Security securing the relevant unpaid amounts in an amount equal to the invoiced amount (less, in the case of the invoice having been partially paid, any amounts actually received by MEPE with respect to the invoice) to satisfy such unpaid amount; and

(C) if the invoiced amount exceeds the amount of the applicable Seller Security, the Seller must make direct payment to MEPE of such excess amount in accordance with Section 7 and the existence of any Seller Security and any drawing on any Seller Security will not in any way detract from the Seller's obligations to make such payment.

(iv) MEPE must release or return each Seller Security (but not the proceeds of any drawings then made and drawings that may be made to satisfy due and unpaid claims by MEPE under this Agreement) upon the later of:

(A) the day falling 30 days after the termination of this Agreement in accordance with Section 10.2, Section 13.5 or Section 13.6; provided that all relevant amounts due to MEPE under this Agreement from the Seller have been paid to MEPE; or

(B) the day which is 30 days from the date on which the Seller ceases to be required to maintain (or renew on expiry) the relevant Seller Security under Section 16.3(a)(i).

(v) The release or return of any Seller Security will not prejudice the rights of MEPE to make a claim for amounts due and owing to MEPE arising from its rights under this Agreement.

(c) **Liquidated Damages for Delays.**

(i) Given the acknowledgements by the Seller made under paragraphs (i) and (ii) of Section 16.3(b), if MEPE has not received the deliverables to be provided under Section 2.5 prior to the end of the period specified for the relevant deliverable to be provided to MEPE, the Seller must pay to MEPE for each relevant undelivered deliverable a sum equal to that set out below as liquidated damages:

(A) for each of the undelivered drawings, reports and certificates to be delivered under Section 2.5(a), **USD 500** per day; and

(B) with respect to any other deliverable under Section 2.5, **USD 1,000** per day, subject to an aggregate cap of **USD 500,000**.

(ii) If a Commercial Operation Date fails to occur by the Scheduled Commercial Operation Date, the Seller must pay liquidated damages to MEPE in an amount equal to **USD 200** per day per MW of Contracted Capacity of the Facility for the number of days in the period from the Facility's relevant Scheduled Commercial Operation Date to the earlier of:

(A) the relevant Commercial Operation Date that is actually achieved; and

(B) the date falling 240 days after the relevant Scheduled Commercial Operation Date;

provided that the failure of the relevant Commercial Operation Date of the Facility to so occur is not due to the actions or omissions of MEPE, Force Majeure, Governmental Force Majeure or otherwise excused under this Agreement.

(d) **Liquidated Damages for Contracted Capacity Deficiencies**

(i) Given the acknowledgements by the Seller made under paragraphs (i) and (ii) of Section 16.3(b) and the negative impact that the following has on MEPE's electric power generation planning, if:

(A) the Phase 1 Installed Capacity of the Facility on the Phase 1 Commercial Operation Date is less than the Phase 1 Contracted Capacity, the Seller must pay to MEPE, as liquidated damages, an amount equal to the result of multiplying (x) **USD 25,000**

per MW by (y) the absolute difference between the Facility's Phase 1 Contracted Capacity (stated in MWs) and the Facility's Phase 1 Installed Capacity (stated in MWs);

(B) the Phase 2 Installed Capacity of the Facility on its Commercial Operation Date is less than its Phase 2 Contracted Capacity, the Seller must pay to MEPE, as liquidated damages, an amount equal to the result of multiplying (x) **USD 50,000 per MW** by (y) the absolute difference between the Facility's Phase 2 Contracted Capacity (stated in MWs) and the Facility's Phase 2 Installed Capacity (stated in MWs).

(ii) MEPE will not be required to refund any portion of the liquidated damages previously paid to MEPE pursuant to this Section 16.3(d) notwithstanding the resolution of the deficiencies specified above pursuant to Exhibit O (Testing Procedure for Facility) or otherwise.

(e) **Reasonable Liquidated Damages**. The Seller acknowledges that the liquidated damages provided under Section 16.3(c) and Section 16.3(d):

(i) are reasonable and appropriate measures of the damages for the delays or failures contemplated by such Sections;

(ii) do not represent a penalty or consequential damages for losses sustained by MEPE as a result of the delays or failures; and

(iii) will (without limiting Section 10.2(b)) be the exclusive remedies for failure by the Seller to comply with its obligations, or achieve the milestone dates (as applicable), under Section 2.2 and Section 2.5.

17. Provision of Support.

The Seller shall make available, upon MEPE's reasonable request and at MEPE's sole cost and expense, any personnel of the Seller and any records relating to the Facility to the extent that MEPE requires the same in order to fulfill any regulatory reporting requirements; provided however that no such request shall create a disruption to the Seller's business and no such request shall cause the disclosure of information considered a trade secret or confidential or that would otherwise be considered Information by the Seller. MEPE shall make available, upon the Seller's reasonable request and at the Seller's sole cost and expense, any personnel of MEPE and any records relating to the Facility and the Interconnection Facilities to the extent that the Seller requires the same in order to fulfill any regulatory reporting requirements, including, but not limited to, proceedings before utility regulatory commissions.

18. Change in Law.

18.1 Tax Change Adjustment

(a) On or before the fifth Business Day after the close of each quarter in any calendar year following the Execution Date, either Party may:

(i) determine the amount of any increase or reduction in Taxes paid or payable by the Seller with respect to the Project for the preceding three Billing Periods

resulting from any Change in Law (or the previous three months if the Change in Law occurs prior to the Phase 1 Commercial Operation Date); and

(ii) submit to the other Party a certificate setting out in detail reasonably satisfactory to the other Party the basis of and the calculations for the amount of the increase or reduction.

(b) MEPE and the Seller will promptly determine, in good faith, any necessary adjustments to the Energy Payments to equitably reflect any increase or reduction in Taxes with the intent that the financial position of the Seller will not be affected in any material respect by the Change in Law, provided that the Seller, or MEPE with respect to a tax reduction, will not be entitled to receive interest on any previously paid or incurred cost, except to the extent that the adjustment required under this Section is delayed due to the fault or negligence of the other Party, in which case interest will accrue at the Default Rate for the period of the delay.

(c) Each Party will cooperate in good faith with the other party in connection with any determination under this Section.

18.2 Change in Law Adjustment

(a) If there is a Change in Law which requires the Seller to make any material capital improvement or other material modification to the New Transmission Facilities (prior to the New Transmission Facilities Handover Date) or the Facility in order to comply with any Law, the Seller will submit to MEPE a certificate setting out in detail reasonably satisfactory to MEPE the costs of the capital improvement or other related modification, including any financing costs. MEPE and the Seller will promptly determine and effect (in each case acting reasonably and in good faith) any necessary adjustments to the Energy Payments to equitably reflect the costs with the intention that the financial position of the Seller will not be affected by the relevant Change in Law. Each Party will cooperate in good faith with the other Party in connection with any relevant determination.

(b) For the purposes of paragraph (a) above, a capital improvement or other modification will be considered material if its costs (or the aggregate costs of multiple related capital improvements or other modifications) exceed USD [250,000] (or its equivalent) and the Energy Payments will be adjusted to reflect the applicable increased costs in full, including, for the avoidance of doubt, amounts below this threshold amount.

(c) If there is a Change in Law (other than with respect to Taxes) which the Seller believes in good faith will materially increase the costs or materially decrease the revenues of the Seller in connection with the financing, construction, operation or maintenance of the New Transmission Facilities (prior to the New Transmission Facilities Handover Date) or the Facility (as applicable), then the Seller may submit to MEPE a certificate setting out in detail reasonably satisfactory to MEPE the basis of and the calculations for the amount of the increase in costs or decrease in revenues. MEPE and the Seller will promptly determine and effect (in each case acting reasonably and in good faith) any necessary adjustments to the Energy Payments to equitably reflect the material increase in costs or material decrease in revenues with the intention

that the financial position of the Seller will not be affected by the Change in Law. Each Party will cooperate in good faith with the other Party in connection with any relevant determination.

(d) For the purposes of paragraph (c) above, an increase in costs or a decrease in the revenues of the Seller will be considered material if it is for an amount (or, in the case of multiple related decreases in revenue or increases in costs, an aggregate amount) exceeding USD [250,000] (or its equivalent) and the Energy Payments will be adjusted to reflect the applicable decreases in revenues and increases in costs in full, including, for the avoidance of doubt, amounts below this threshold amount.

(e) If there is a Change in Law (other than with respect to Taxes) which MEPE believes in good faith will materially decrease the costs or materially increase the revenues of the Seller in connection with the financing, construction, operation or maintenance of the New Transmission Facilities (as applicable, prior to the New Transmission Facilities Handover Date) or the Facility (as applicable), then MEPE may submit to the Seller a certificate setting out in detail reasonably satisfactory to the Seller the basis of and the calculations for the amount of the decrease in costs or increase in revenues. MEPE and the Seller will promptly determine and effect (in each case acting reasonably and in good faith) any necessary adjustments to the Energy Payments to equitably reflect the material decrease in costs or material increase in revenues with the intention that the financial position of the Seller will not be affected by the Change in Law. Each Party will cooperate in good faith with the other Party in connection with any relevant determination.

(f) For the purposes of paragraph (e) above, a decrease in costs or increase in revenues will be considered material if it is for an amount (or, in the case of multiple related decreases in costs or increases in revenue, an aggregate amount) exceeding USD [100,000] (or its equivalent) and the Energy Payments will be adjusted to reflect the applicable decreases in costs and increases in revenues in full, including, for the avoidance of doubt, amounts below this threshold amount.

(g) Any Dispute arising under this Section 18 may be referred by either party for resolution by way of determination by an Expert in accordance with Section 12.3.

19. Assignment and Other Transfer Restrictions

19.1 Assignment

(a) Subject to paragraphs (b) to (f) below, neither Party may sell, assign, or otherwise transfers its rights and/or its obligations under this Agreement without the prior written consent of the other Party.

(b) For the purpose of financing the Project, the Seller may assign or create a security interest over its rights and interests under or pursuant to any Project Agreement, the Project, the Site, the moveable property, the intellectual property, the revenues or any other rights or assets of the Seller. In addition, MEPE acknowledges that the Shareholders may create security interests for the purpose of financing the Project over the shares held by the Shareholders in the Seller and that the creation of such security interests over such shares will not, in and of itself, give rise to a breach of Section 19.2. MEPE acknowledges that under the terms of the Financing Documents, the Financing Parties may, upon the occurrence of an event of default under the

Financing Documents, be entitled to procure the sale or transfer of shares in the Seller to third parties without the prior consent of MEPE.

(c) MEPE irrevocably consents to the assignment of the Seller's rights under this Agreement pursuant to the Financing Documents and agrees, if required by the Financing Documents:

(i) to make payments owing from MEPE to the Seller directly into a collateral security account;

(ii) to accept in the event of a default under the Financing Documents, as a substitute for the Seller under this Agreement, the agent for the Financing Parties, any transferee of that agent or any purchaser of the Seller upon a foreclosure sale on behalf of the Financing Parties of the Seller's interest in the Project (provided that any incoming party has adequate legal, financial and technical status to properly observe and perform the obligations of the Seller under this Agreement); and

(iii) to afford the Financing Parties an opportunity to remedy the event giving rise to a remedial notice prior to giving effect to any termination of this Agreement, and, if requested by the Seller, MEPE will act in good faith to negotiate the terms of and enter into any direct agreement required by the Financing Parties which shall address the requirements set out in paragraphs (i) to (iii) above and which shall otherwise be in form and substance satisfactory to the Finance Parties.

(d) Nothing in this Section 19 shall prevent or restrict the Seller or its investment entities from disposing of all or any part of its direct or indirect equity holdings in the Project or the Project Company at any time or from time to time to any other person or developer.

(e) The Seller may novate its interests in the Facility and/or this Agreement or any other Project Agreement, to the Project Company pursuant to the Novation Agreement.

(f) MEPE may at any time during the Term assign or otherwise transfer its rights or obligations under or pursuant to this Agreement without the prior written consent of the Seller to any third party, provided that it is demonstrated to the reasonable satisfaction of the Seller that:

(i) the proposed assignee or transferee possesses the legal capacity, power and authorization to become party to and perform the obligations of MEPE under this Agreement;

(ii) the Government Guarantee as stated in Section 21 extends to cover the obligations of the proposed assignee or transferee on the same terms as which MEPE's obligations are covered by the Government Guarantee as stated in Section 21, will remain in full force and effect with respect to the proposed assignee or transferee after the date of the assignment or transfer; and the Credit Support remains in full force and effect after the date of the assignment or transfer; and

(iii) the proposed assignee or transferee has a financial standing no worse than that of the assignor or transferor at the date the proposed assignee or transferee becomes a party to this Agreement.

19.2 Equity Undertaking.

19.2.1 Restrictions on Transfer

(a) [The Seller must ensure[8] that after the Financial Closing Date and until (and including) the first anniversary of the Phase 1 Commercial Operation Date, each of the Seller's Shareholders will not transfer more than 50 percent of its original equity interest to any other person (other than another Shareholder)]. Subject to Section 19.2.2, the Seller must ensure that after the Execution Date and until (and including) the first anniversary of the Phase 1 Commercial Operation Date, no Anchor Member will not transfer any of its equity ownership interest in the Seller to any other person, where to do so would result in the Anchor Member holding less than 50 per cent. of its original equity interest in the Seller.

(b) The Project Company in Myanmar shall not perform any name change under this Agreement unless it has obtained the prior approval of MEPE.

(c) Subject to Section 19.2.2, the Seller must ensure that after the first anniversary of the Phase 1 Commercial Operation Date and until (and including) the fifth anniversary of the Project Commercial Operation Date, the Anchor Member will not transfer any of its equity ownership interest in the Seller to any other person, where to do so would result in the Anchor Member holding less than 10 per cent. of its original equity interest in the Seller.

19.2.2 Qualifications to Equity Transfer Restrictions

(a) Without limiting Section 19.2.1, MEPE must be given at least 10 Business Days' advance notice of any transfer by a Shareholder of any interest in the Seller to any other person.

(b) Any transferee must, in the reasonable opinion of MEPE:

(i) have sufficient experience, skill, expertise and financial standing to properly perform its obligations under any Project Agreement to which it is a party;

(ii) be permitted under all relevant Laws to hold shares in the Seller; and

(iii) be of good repute,

and in order to allow MEPE to assess whether any proposed transferee satisfies this criteria, the Seller must provide, or must use its best

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[8] Not sure how the Seller ensures against what its Shareholders do.

endeavours to cause a Shareholder to provide, MEPE with sufficient information about the proposed transferee (including any information that may be reasonably requested by MEPE). Following the date on which such information is provided to MEPE, MEPE (acting reasonably) must promptly, and in any event within 30 days, notify the Seller whether it approves or rejects the proposed transferee. If MEPE does not respond to the Seller within this time (including by making a further information request relating to the proposed transferee), MEPE will be deemed to have approved the transferee and, subject to Section 19.2.1, the proposed transfer of shares may proceed.

(c) Any transferee will be subject to the same conditions imposed by this Agreement on transfers made by it as are imposed with respect to transfers by the Shareholders.

20. Confidential Information

20.1 Availability. The Parties have and will develop certain information, processes, know-how, techniques and procedures concerning the Facility (collectively, "**Information**"), which they consider confidential and proprietary. Notwithstanding the confidential and proprietary nature of such Information, MEPE and the Seller (as the Party disclosing such Information, the "**Disclosing Party**") may make such Information available to the other (as the Party receiving such Information, the "**Receiving Party**") subject to the provisions of this Section 20.

20.2 Designation. At the time of furnishing or making available for inspection such Information, the Disclosing Party shall expressly designate by label, stamp, or oral communication (to be confirmed in writing) the Information which it considers to be confidential and/or proprietary.

20.3 Obligations. The Receiving Party's obligations with respect to the use or disclosure of such Information thereafter will be as set forth in this Section 20.

20.4 Conditions and Restrictions. Upon receiving or learning of Information designated as confidential and/or proprietary by the Disclosing Party, the Receiving Party shall:

(a) treat such Information as confidential and use reasonable care not to divulge such Information to any third party except as required by Law, subject to the restrictions set forth hereunder;

(b) restrict access to such Information to employees (and others who agree to be bound by this Agreement) whose access is reasonably necessary in developing the Project and for the purposes of this Agreement and the other Project Agreements;

(c) use such Information solely for the purpose of developing the Project and for the purposes of this Agreement and the other Project Agreements; and

(d) upon the termination of this Agreement, destroy or return any such Information in written or other tangible form and any copies thereof, if asked to do so in writing by the Disclosing Party.

20.5 Exceptions. The restrictions in this Section 20 do not apply to:

(a) the contents of this Agreement, which become public upon execution by prior agreement of the Parties or as required by applicable Law;

(b) information which is, or becomes, publicly known or available other than through the action of the Receiving Party in violation of this Agreement; or

(c) information which is in the possession of the Receiving Party prior to receipt from the Disclosing Party or is independently developed by the Receiving Party; provided that the Receiving Party had not had prior access to such Information.

20.6 Required Disclosure.

(a) If the Receiving Party is required by Law or in the course of administrative or judicial proceedings to disclose Information that is otherwise required to be maintained in confidence pursuant to this Section 20, the Receiving Party may make the disclosure notwithstanding the provisions of this Section 20. In these circumstances the Receiving Party will give prior notice to the Disclosing Party of the requirement and the relevant terms of the disclosure (where permitted by Law) and will co-operate to the maximum extent practicable to minimize the disclosure of the Information.

(b) The Receiving Party will use reasonable endeavors, at the Disclosing Party's cost, to obtain proprietary or confidential treatment of the Information by the third party to whom the information is disclosed and to the extent any remedies are available, will use reasonable efforts to seek protective orders limiting the dissemination and use of the Information at Disclosing Party's cost.

20.7 Term of Obligations. The obligations of the Parties under this Section 20 shall remain in full force and effect for two (2) years following the earlier of the expiry or termination of this Agreement.

21. Government Guarantee.

On or prior to the Effective Date, MEPE shall deliver to the Seller and the Project Company a guarantee and indemnity pursuant to which the Government of Myanmar acting through the Ministry of Electric Power at all times and from time to time during the Term irrevocably and unconditionally guarantees the due and timely performance by MEPE of all of its payment obligations under this Agreement and each other Project Agreement to which MEPE is a party and shall indemnify the Seller against any failure, delay or refusal by MEPE to so perform, such guarantee and indemnity to be in form and substance satisfactory to the Seller (the **"Government Guarantee"**).

22. Environmental, Social and Labor Requirements.

(a) The Seller must comply with (and ensure that: (x) its employees, officers, contractors, servants and agents comply with; and (y) the development and construction of the New Transmission Facilities and the development, construction and operation of the Facility comply with) the applicable standards applying under each of:

(i) Exhibit G (Environmental, Social and Labor Standards and Requirements);

(ii) applicable environmental, social and labor Laws;

(iii) the IFC Performance Standards (January 2012);

(iv) the World Bank Group / IFC Environmental, Health and Safety Guidelines (April 2007) including without limitation, the General EHS guidelines, the World Bank Group / IFC Environmental, Health and Safety Guidelines for Thermal Power Plants (December 2008) and the World Bank Group / IFC Environmental, Health and Safety Guidelines for Electric Power Transmission and Distribution (April 2007); and

(v) any environmental, social and labor performance standards specified by any Financing Parties in any Financing Documents.

If, in respect of any particular matter, there is a conflict between the various standards and requirements imposed under this paragraph (a), the more stringent of the standards will apply.

(b) If, after the Execution Date, the Seller is required by a Change in Law to meet environmental, social or labor standards that are more stringent than those set out in paragraph (a) above, the Seller may submit to MEPE a certificate setting out the details of increased costs resulting from that change, in accordance with the provisions of Section 18. The certificate must include, or be accompanied by, sufficient information and data to demonstrate that the lowest-cost option to comply with the relevant environmental, social or labor Law has been selected. MEPE and the Seller must promptly determine, in good faith, any necessary adjustments in accordance with Section 18. For the avoidance of doubt, in the absence of a relevant Change in Law, the Seller will only be required to comply with environmental standards specified in Exhibit G (Environmental, Social and Labor Requirements) and those standards specified in paragraphs [(iii) and (iv)] of Section 22(a) above as in effect as at the Execution Date.

(c) The Seller must establish environmental management systems and facilities to ensure that the applicable environmental, social and labor Laws and the standards required under this Section 22~~(b)~~ are complied with or exceeded.

(d) The Seller must provide an annual report on all relevant aspects of the Seller's environmental facilities, activities and performance no later than 30 days following the end of each Contract Year. Such annual report on environmental facilities, activities and performance must contain a statement of assurances to the effect that all applicable environmental, social and labor Laws have been complied with or, where that is not the case, must contain details

of any failure to comply with the relevant environmental, social or labor Laws and the actions instituted to prevent these failures from recurring.

(e) Unless otherwise required in writing by MEPE in connection with a transfer of the Facility pursuant to Exhibit N (Transfer Procedure), the Seller must not sever its possession of and legal responsibility for the Facility until appropriate remediation work in accordance with the applicable standards set out in paragraph (a) above has been completed with respect to the Site, including with respect to all environmental waste and hazardous conditions. Seller will not, in any circumstances be responsible for any environmental waste or hazardous conditions on the Site which are the direct result of actions taken or omissions made by MEPE.

23. Miscellaneous

23.1 Further Actions. The Parties hereby agree to cooperate and use their commercially reasonable efforts to take, or cause to be taken, all appropriate actions necessary, proper, or advisable, and to obtain all permits, consents, approvals, authorizations, qualifications, and orders as are necessary under applicable Law to consummate and make effective, the transactions contemplated by this Agreement.

23.2 Costs. Except as expressly provided otherwise in this Agreement, each Party shall pay its own costs in connection with the preparation, negotiation, execution, and performance of this Agreement.

23.3 Reliance. Each Party confirms on behalf of itself and its Affiliates that, in entering into this Agreement, it has not relied on any representation, warranty, assurance, covenant, indemnity, undertaking, or commitment that is not expressly set out or referred to in this Agreement or any other Project Agreement. Nothing in this Agreement shall exclude or limit any liability or remedy arising as the result of fraud.

23.4 Prohibited Payments.

(a) No Party, its Affiliates, or its or their directors, employees, agents, consultants, contractors, subcontractors, or any third party acting on behalf of a Party, its Affiliates, or its or their directors, employees, agents, or authorized representatives, shall make payment or give or take anything of value to or from any:

(i) government official (including any officer or employee of any department, agency, or instrumentality);

(ii) any Governmental Authority; or

(iii) political party (including any candidate for political office);

(iv) any other person,

to influence their decision, or to gain any other advantage for itself or any of its Affiliates, including obtaining, retaining, or directing business.

(b) A Party becoming aware of a breach of this Section 23.4 by it, any of its Affiliates, or any of its or their directors, employees, agents, consultants, contractors, subcontractors, or any third party acting on behalf of a Party, its Affiliates, or its or their directors, employees, agents, or authorized representatives, shall immediately notify the other Party of the breach of this Section 23.4 and shall indemnify the other Party against all damages, losses, liabilities, claims of any kind, interest, commission, or expenses (including reasonable attorneys' fees and expenses in defending against such liabilities and claims), suffered, incurred or paid, directly or indirectly, by such Party arising out of such breach.

23.5 Immunity. To the extent that any Party may in any jurisdiction claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process, and to the extent that in any such jurisdiction there may be attributed to itself or its assets such immunity (whether or not claimed), such Party hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the full extent permitted by the Laws of such jurisdiction. The execution, delivery, and performance of this Agreement constitute private and commercial acts.

23.6 Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions or rights, but the same shall be and remain at all times in full force and effect.

23.7 Disclaimer of Third Party Beneficiary Rights. In executing this Agreement, MEPE does not, nor shall it be construed to, extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with the Seller. Nothing in this Agreement shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this Agreement.

23.8 Relationship of the Parties. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

The Seller shall be solely liable for the payment of all wages, taxes and other costs related to the employment of persons to perform such services as are required under this Agreement. None of the persons employed by the Seller shall be considered employees of MEPE for any purpose; nor shall the Seller represent to any person that such person is or shall become a MEPE employee.

23.9 Intentionally Omitted.

23.10 Severability. In the event any of the terms, covenants, or conditions of this Agreement, its Exhibits, or the application of any such terms, covenants, or conditions, shall be held invalid, illegal, or unenforceable by any arbitration panel or court having jurisdiction, all other terms, covenants and conditions of this Agreement and their application not adversely

affected thereby shall remain in force and effect, provided that the remaining valid and enforceable provisions materially retain the essence of the Parties' original bargain.

23.11 Complete Agreement; Amendments. The terms and provisions contained in this Agreement and referenced documents constitute the entire Agreement between MEPE and the Seller and shall supersede all previous communications, representations, or agreements, either verbal or written, between MEPE and the Seller with respect to the sale of electric capacity and energy from the Facility. This Agreement may only be amended, changed, modified, or altered by the written agreement of the Parties. Each of the Parties will take, from time to time and without additional consideration, such further actions and execute such additional instruments or agree amendments to this Agreement as may be reasonably necessary or expedient to implement the intent and purpose of this Agreement. In particular, the Parties agree to effect amendments to this Agreement to accommodate any changes reasonably required by the Seller arising from the findings of the bankable feasibility study to be commissioned by the Seller, or pursuant to the professional advice of any technical advisor acting for the Seller in connection with the Project or as necessary to facilitate the raising of debt or equity financing for the Project.

23.12 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors-in-interest, legal representatives, and assigns.

23.13 English Language. The governing language of this Agreement and all related documents, instruments, and other materials relating hereto (including notices) shall be English.

23.14 Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart shall have the same force and effect as an original instrument, and all of which taken together will be deemed to constitute one and the same instrument.

23.15 Choice of Law. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the Government of Myanmar.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

[SELLER]

By: ______________________________
[Title]

Ministry of Electric Power – Republic of the Union of Myanmar

By: ______________________________
[Title]

SCHEDULE 1

Conditions Precedent to Effective Date[9]

A. **Conditions Precedent under Seller's Responsibility**. It shall be a condition precedent to the Effective Date that by ________ 201__, as such date may be extended pursuant to the terms of this Agreement, or such later date as the Parties may agree, each of the following conditions precedent is satisfied by the Seller, or that any such condition precedent that is not satisfied by the Seller is waived by MEPE:

i. Delivery to MEPE of a true and complete copy of the generation license issued by [ ] to the Project Company;

ii. Delivery to MEPE of true and complete copies of the memorandum and articles of association, registration certificate and trade license of the Project Company;

iii. Delivery to MEPE of true and complete copies of resolutions adopted by the Seller's board of directors authorizing the execution, delivery and performance by the Seller of the Project Agreements (excluding the Third Party Project Agreements) to which it is a party, including the Novation Agreement;

iv. Delivery to MEPE of true and complete copies of resolutions adopted by the Project Company's board of directors authorizing and/or ratifying the execution, delivery and performance by the Project Company of the Project Agreements (excluding the Third Party Project Agreements) to which it is a party, including the Novation Agreement;

v. Delivery to MEPE of true and complete copies of all Project Agreements, (excluding the Third Party Project Agreements) executed by each party thereto;

vi. Delivery to MEPE of true and complete copies of all consents and governmental authorizations including any Project Agreement to which a Governmental Authority is a party and the MIC Permit, which are required to have been obtained in connection with the execution, delivery and commencement of performance of this Agreement and the other Project Agreements to which the Seller or the Project Company is a party (excluding the Third Party Project Agreements) and the transactions contemplated hereby and thereby;

vii. Delivery to MEPE of a true and complete copy of the full and unconditional notice to the EPC contractor to proceed with construction in accordance with the provisions of the EPC Contract.

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[9] Timing and sequence of the delivery of conditions precedent subject to further review and refinement.

B. **[Conditions Precedent under MEPE's Responsibility**. It shall be a condition precedent to the Effective Date that by ________ 201__, as such date may be extended pursuant to the terms of this Agreement, or such later date as the Parties hereto may agree, each of the following is satisfied by MEPE, or that any such condition precedent that is not satisfied by MEPE is waived by the Seller:

i. Delivery to the Seller, as applicable, of true and complete copies of all consents and other governmental authorizations under the responsibility of MEPE, which are required to have been obtained in connection with the execution, delivery and commencement of performance of this Agreement and the other Project Agreements to which MEPE is a party and the transactions contemplated hereby and thereby;

ii. Provision by MEPE of the MEPE Credit Support as stated in Section 16 of the Agreement;

iii. Delivery to the Seller, as applicable, of the Government Guarantee from the Ministry of Electric Power;

iv. Delivery to the Seller of evidence in form and substance satisfactory to the Seller that domestic legislation in Myanmar has been passed to implement the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, 1958;

v. Delivery to the Seller of true and complete copies of this Agreement executed by MEPE.

C. **General Conditions Precedent**. It shall be a condition precedent to the Effective Date that by ________ 201__, as such date may be extended pursuant to the terms of this Agreement, or such later date as the Parties may agree, each of the following conditions is satisfied, or that such condition precedent is waived by both of the Parties:

i. If the Seller enters into the Novation Agreement, delivery to each of the Seller and MEPE of the Novation Agreement, if duly executed by each of the Seller, MEPE and the Project Company; and

ii. [*others*]

SCHEDULE 2

Conditions Precedent to Completion Date

The Seller shall advise MEPE in writing when the Seller believes that all of the following conditions precedent have been or will imminently be completed. In so doing, the Seller shall provide evidence reasonably requested by MEPE of the satisfaction or occurrence of all such conditions precedent. MEPE shall use its best efforts to respond in writing within two (2) Business Days (but in any event shall respond within six (6) Business Days) of the Seller's written notification either confirming to the Seller that all of the following conditions precedent have been satisfied or have occurred or stating with specificity those conditions precedent that MEPE believes, in good faith, have not been satisfied or have not occurred. MEPE's confirmation shall not be unreasonably withheld or delayed, and MEPE's failure to respond within fourteen (14) Business Days of the Seller's written notification shall be deemed to constitute MEPE's written confirmation to the Seller of the satisfaction or occurrence of all such conditions precedent. The occurrence of each of the following shall be conditions precedent to the Completion Date unless waived by MEPE:

i. the Seller has certified to MEPE in writing that the Facility has achieved Phase 1 Commercial Operation Date;

ii. the Seller is in all material respects in compliance with the Interconnection Facilities Agreement;

iii. certificates of insurance coverages or insurance policies required by Section 15.1 of the Agreement have been obtained and submitted to MEPE;

iv. all construction and testing of the Interconnection Facilities have been completed in accordance with the standards of the Interconnection Facilities Agreement; and

v. the Seller is in all material respects in compliance with the terms and conditions of this Agreement.

EXHIBIT A[11]

Facility Description, Operating Characteristics, Interconnection Facilities, Water Usage and Map

The Facility is known as Convalt Energy Project and is located at ________________________.

[Further describe the Facility (each of Phase 1, Phase 2 and Phase 3) and the Facility's operating characteristics]

[Describe Interconnection Facilities and New Transmission Facilities]

The following site map indicates the location and layout of the Facility. The following Facility Substation diagram shows the location of Metering Devices and other equipment installed at the Facility Substation.

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11 Need to ensure the detail required by each reference to Exhibit A in the body of the PPA is incorporated into this Exhibit A.

[PLACEHOLDER PAGE FOR SITE MAP]
[PLACEHOLDER PAGE FOR SUBSTATION DIAGRAM]

EXHIBIT B[12]

Form of Notice

12 To be attached.

EXHIBIT C

Form of Invoice

With respect to the USD total energy payment (Item #100 below), such total energy payment is exclusive of all direct and indirect taxes (commercial tax, withholding tax, etc.) related to such payment. All such direct and indirect taxes are independently payable by MEPE to the Seller or the Project Company, as applicable, and shall be separately invoiced by the Seller or the Project Company to MEPE

[Convalt Energy/ Address of Generator] Tax ID No.

Invoice No. **Electricity Payments for** **Year:**
Date: **Month:**
Due On or Before:

To: Myanma Electric Power Enterprise

Item	Description	Unit (USD)/ Kilowatt Hour	Kilowatt Hour	Amount (USD)
	ENERGY PAYMENT			
100	Total Energy Payment	USD		
	ADJUSTMENTS			
200	Total Adjustments (201+202+203)	USD		
201	Meter Reconciliation Adjustment (+ if in Seller's favor, - if in MEPE's favor)	USD		
202	Any Other Applicable Readjustment (+ if in Seller's favor, - if in MEPE's favor)	USD		
203	Any Other Applicable Readjustment (+ if in Seller's favor, - if in MEPE's favor)	USD		
	TOTALS			
300	Total Electrical Payment to Seller (100 + 200)	USD		
301	Total Electric Credit to MEPE (if 100 + 200 is negative)	USD		

EXHIBIT D

New Transmission Facilities

1. Components of the New Transmission Facilities

The New Transmission Facilities connecting the Facility to the MEPE 230 kV substation comprise the following:

(a) 230 kV double circuit of 2 x 605 MCM ACSR transmission line with composite overhead ground wire with optical fiber (OPGW) and accessories using MEPE approved 230 kV Double circuit tower design;

(b) Metering Devices for the Facility, including the Primary Metering Devices and the Back-up Metering Devices, interface cubicle and associated equipment as described in Exhibit M (Metering, SCADA and Communication System); and

(c) Two complete switch bays including protection, control panels and switch gear for the double circuit transmission line.

2. Interconnection and Transfer

During construction of the New Transmission Facilities and prior to the New Transmission Facilities Handover Date, the termination between the Facility and the System shall be located at the switch bay of the MEPE 230 kV substation.

The New Transmission Facilities will be transferred to MEPE on the New Transmission Facilities Handover Date, following the completion of testing in accordance with Exhibit L of the Agreement.

After the New Transmission Facilities Handover Date, the Interconnection between the Facility and the System will be:

(a) in respect of the transmission line, the high voltage terminals of the 230 kV circuit breaker at the Facility; and

(b) in respect of the Metering Devices, the relevant interface of the Facility Distribution Control System (DCS).

3. Governmental Approvals

The necessary Governmental Approvals for the construction of the New Transmission Facilities shall be governed by Section 8.1 and Section 8.2 of the Agreement.

4. Protection of the New Transmission Facilities

The 230 kV transmission line protections shall consists of duplicated protection schemes designed in accordance with MEPE standards and subject to approval by MEPE, as follows:

(a) Primary 1: The first primary protective relaying shall be a current differential protection system using a current differential relay. The current differential relay system shall be provided with a reliable communication system either dedicate optical fiber connection or 64 kb/sec pulse code modulated channel as specified for interfacing with the multiplexing equipment of the communication system, depending on the length of the associated connection circuits to permit high speed simultaneous inter-tripping of the circuit breakers at both ends of the transmission line. The communication link shall be by means of a fiber optic cable, which is in the scope of New Transmission Facilities.

(b) Primary 2: The second primary protective relaying shall be a directional overcurrent protection system using a directional overcurrent relay.

Each circuit breaker shall include single pole and three-pole tripping and reclosing protection scheme. The three-pole recloser shall be done through a synchro-check relay. Each transmission line relay system shall be designed or manufactured by ABB (Finland, Sweden and Switzerland), GE (USA, Germany and Canada), ALSTOM (UK and France), Siemens (Germany), Toshiba (Japan), SEL (USA) or by other qualified original equipment manufacturers approved by MEPE.

5. Information to be provided by the Seller

The Seller shall provide the following information to MEPE:

(a) single line diagram, complete with protection system and metering system for power purchase and necessary back up (at least three (3) months before the Energizing Date);

(b) layout plan of Facility's switchyard (at least three (3) months before the Energizing Date);

(c) facility relaying system/relay setting (at least four (4) months before the Energizing Date); and

(d) as built drawings and documents including test reports for the New Transmission Facilities (one (1) month after the transfer).

6. Information to be provided by MEPE

MEPE shall provide the following information to the Seller:

(a) Existing relay settings for the MEPE 230 kV substation (at least three (3) months before the Energizing Date);

(b) Existing maximum short circuit capabilities at the MEPE 230 kV substation based on both maximum and minimum MEPE system capability at least 45 days prior commencement of construction of the New Transmission Facilities);

(c) Existing relay and energy meter manufacturer list which is approved by MEPE 45 days prior to of commencement of construction of the New Transmission Facilities); and

(d) MEPE's single line diagram of the electrical arrangement and MEPE's general switchyard layout plan of the MEPE substation at least 90 days prior to the commencement of construction of the New Transmission Facilities).

EXHIBIT E

Form of Seller Security

(Sample Construction Security)

MYANMA FOREIGN TRADE BANK
80/86 MAHABANDOOLA GARDEN STREET,
YANGON, MYANMAR

LETTER OF GUARANTEE

Our Ref: No. [□]

Dated: [□]

To – THE MANAGING DIRECTOR

MYANMA ELECTRIC POWER ENTERPRISE

NAY PYI TAW, THE REPUBLIC OF THE UNION OF MYANMAR

Dear Sir(s),

We advise having received an authenticated SWIFT messages (MOR □) dated [□]from [NAME OF BANK].

The full text of the above swift message is attached herewith for your information. This message is passed on to you without any responsibility or engagement whatsoever on our part.

This guarantee must be returned to us for cancellation as soon as it expires.

Yours faithfully,

FOR MYANMA FOREIGN TRADE BANK

MANAGER/ASSISTANT MANAGER

FINANCING & GUARANTEE DEPT/GUARANTEE DEPT

TELEX:XXX FAX:XXX SWIFTCODE XXX EMail:XXX

GuaranteePTR- XXX

---------------------------- Instance Type and Transmission -------------------------------

Copy received from SWIFT

Priority : Normal

Message Output Reference : XXX

Correspondents Input Reference : XXX

-- Message Header ---

Swift Output : FIN 760 Guarantee/ Stdby Letter

Credit

Sender : XXX

[NAME OF BANK]

Receiver : MFTBMMMYXXX

MYANMA FOREIGN TRADE BANK

YANGON MM

--------------------------------------- Message Text --

27 : Sequence of Total

1/1

20 : Transaction Reference Number

XXX

23 : Further Identification

ISSUED

30 : Date

[□]

40C : Applicable Rules

NONE

77C : Details of Guarantee

ATTN: MYANMA FOREIGN TRADE BANK

CONTACT PERSON: XXX PHONE NUMBER XXX

SUBJ. OUR LETTER OF GUARANTEE NO. XXX

FOR AMT.OF USD XXX- (USD XXX ONLY)

IN FAVOUR OF MYANMA ELECTRIC POWER ENTERPRISE

A/C. [COMPANY].

PLEASE ADVISE WITHOUT ENGAGEMENT ON YOUR PART OUR FOLLOWING

LETTER OF GUARANTEE NO . XXX FOR AMT. OF USD XXX (USD XXX ONLY)

TO " MYANMA ELECTRIC POWER ENTERPRISE " AS FOLLOWS :.

QUOTE

BANK GUARANTEE

TO

THE MANAGING DIRECTOR

MYANMA ELECTRIC POWER ENTERPRISE

NAY PYI TAW, MYANMAR

REF. NO. . . . . .

GuaranteePTR XXX

DATED [□]

BANK GUARANTEE NO. XXX

WHEREAS WE UNDERSTAND THAT THE MYANMA ELECTRIC POWER ENTERPRISE (HEREINAFTER CALLED MEPE), BUILDING NO. 27, NAY PYI TAW, MYANMAR AND [COMPANY AND COMPANY'S ADDRESS] (HEREINAFTER CALLED THE INDEPENDENT POWER PRODUCER OR IPP) ENTERED INTO THE POWER PURCHASE AGREEMENT DATED [□] (HEREINAFTER CALLED THE PPA) TO DEVELOP, CONSTRUCT, FINANCE, OPERATE, AND MAINTAIN A [□] MW SOLAR POWER PLANT LOCATED AT [□] TO PROVIDE ELECTRICITY TO MEPE AND IPP MAY BE OBLIGATED TO MAKE CERTAIN PAYMENTS TO MEPE UNDER THE PPA WHICH OBLIGATIONS ARE TO BE SUPPORTED BY THIS BANK GUARANTEE (HEREINAFTER CALLED THE [CONSTRUCTION/FINANCIAL CLOSE] SECURITY).

NOW IN CONSIDERATION OF ANY AMOUNT PAYABLE BY THE IPP TO MEPE UP TO THE SUM OF USD [□] (IN WORDS US DOLLAR [□]) AS THE [CONSTRUCTION/FINANCIAL CLOSE] SECURITY, WE [BANK] HEREBY IRREVOCABLY AND UNCONDITIONALLY GUARANTEE THE PAYMENT OF THE SAID

SUM OF UP TO USD [□] (IN WORDS US DOLLAR [□]) ON YOUR WRITTEN DEMAND THROUGH MYANMA FOREIGN TRADE BANK, YANGON, MYANMAR IN THE EVENT OF THE IPP FAILING TO FULFILL THE TERMS AND CONDITIONS OF ANY PAYMENT UNDER THE PPA.

ANY CLAIM HEREUNDER MUST BE RECEIVED IN WRITING AT THIS OFFICE ACCOMPANIED BY YOUR WRITTEN DECLARATION THAT THE IPP HAS FAILED TO FULFILL THE TERMS AND CONDITIONS OF A PAYMENT UNDER THE PPA DUE TO THE OCCURRENCE OF AN EVENT OF DEFAULT UNDER SECTION 10.2(a)(viii) TO 10.2(a)(x), ANY LIQUIDATED DAMAGES THAT MAY BE PAYABLE BY THE COMPANY UNDER SECTION 16 AND ANY OTHER AMOUNTS THAT MAY BE PAYABLE BY THE IPP TO MEPE FROM TIME TO TIME.

OUR LIABILITY UNDER THIS GUARANTEE SHALL NOT TO EXCEED THE SUM OF USD [□] – (IN WORDS US DOLLAR [□]) AND SHALL BE AUTOMATICALLY REDUCED IN PROPORTION TO THE VALUE OF EACH DRAWING.,

OUR GUARANTEE SHALL REMAIN VALID UNTIL THE LATER OF THE [PHASE 3 COMMERCIAL OPERATION DATE][FINANCIAL CLOSING DATE] AND THE DATE SPECIFIED IN SECTION 16 OF THE PPA. UPON ITS EXPIRY. THIS GUARANTEE SHALL AUTOMATICALLY BECOME NULL AND VOID.

EXHIBIT F

List of Approved Financial Institutions

*The list of approved financial institutions is subject to change each year upon 30 Business Days' notice by MEPE to the Seller. If the Seller is to change any or all of the banks providing Seller Security, the Seller must ensure that each replacement bank is on the Approved Financial Institution list during the year in which such Seller Security is first issued by such replacement bank.

The Seller will advise which one of these institutions will provide Seller Security.

Country of Origin	Name of Bank	City of Origin
Norway	DNB Bank ASA	Oslo
Norway	Bank | Oslo AsA	Oslo
UK	Bank of Tokyo – Mitsubishi UFJ Ltd	London
UK	Korea Exchange Bank	London
UK	OCBC Bank Limited	London
UK	Standard Bank PLC	London
US	Deutsche Bank Trust Company Americas	New York
US	Deutsche Bank AG	New York
US	OCBC Bank Limited	New York
Thailand	Bank of Ayudhya Public Co.Ltd	Bangkok
Thailand	United Overseas Bank (Thai) Public Co.Ltd (Former Bank of Asia Public Co.Ltd + UOB Radanasin Bank Public Co.Ltd)	Bangkok
Thailand	Bangkok Bank Public Co. Ltd	Bangkok
Thailand	Bank of Tokyo – Mitsubishi UFJ Ltd	Bangkok
Thailand	Calyon (Credit Agricole Indosuez)	Bangkok
Thailand	Deutsche Bank AG	Bangkok
Thailand	Export Import Bank of Thailand	Bangkok
Thailand	Kasikorn Bank Public Company Ltd	Bangkok
Thailand	Krung Thai Bank Public Company Ltd	Bangkok
Thailand	Mizuho Corporate Bank Ltd	Bangkok
Thailand	OCBC Limited	Bangkok
Thailand	The Siam Commercial Bank PCL	Bangkok
Thailand	Siam City Bank Public Company Ltd	Bangkok
Thailand	Siam City Bank Public Company Ltd	Bangkok
Thailand	Bank Agriculture and Agricultural Cooperatives	Bangkok
India	Bank of India	Mumbai
India	Bank of Tokyo – Mitsubishi UFJ Ltd	Chennai
India	Bank of Tokyo – Mitsubishi UFJ Ltd	Mumbai
India	Bank of Tokyo – Mitsubishi UFJ Ltd	New Delhi

Country of Origin	Name of Bank	City of Origin
India	Canara Bank	Mumbai
India	Export Import Bank of India	Mumbai
India	Indian Bank	Mumbai
India	Indian Overseas Bank	Chennai
India	Bank of Maharashtra	Mumbai
India	Punjab Nation Bank	Mumbai
India	State Bank of India	Mumbai
India	Syndicate Bank	Mumbai
India	Union Bank of India	Mumbai
India	United Bank of India	Kolkata
India	Allahabad Bank	Mumbai
India	Indusind Bank	Mumbai
India	Andhra Bank	Mumbai
India	Anis Bank Limited	Mumbai
India	The Shamrao Vithal Cooperative Bank Limited	Mumbai
India	Bank of Baroda	Mumbai
India	DBS Bank Ltd, Mumbai Branch	Mumbai
Japan	Bank of Tokyo – Mitsubishi UFJ Ltd	Tokyo
Japan	Resona Bank Ltd	Tokyo
Japan	Woori Bank Tokyo	Tokyo
Japan	Korea Exchange Bank	Tokyo
Japan	Mizuho Bank	Tokyo
Japan	OCBC Bank Ltd	Tokyo
Japan	The Kinki Osaka Bank Ltd	Osaka
Japan	Sumitomo Mitsui Banking Corporation	Tokyo
Japan	United Overseas Bank Ltd	Tokyo
Korea	Kookmin Bank (Former Citizens National Bank)	Seoul
Korea	The Daegu Bank Ltd	Daegu
Korea	Woori Bank	Seoul
Korea	Oversea Chinese Banking Corporation Ltd	Seoul
Korea	Shinhan Bank	Seoul
Korea	United Overseas Bank Ltd	Seoul
Korea	Korea Exchange Bank	Seoul
Korea	The Export Import Bank of Korea	Seoul
Korea	Hana Bank	Seoul
Korea	Industrial Bank of Korea	Seoul
Malaysia	Bank of Tokyo – Mitsubishi UFJ Ltd	Kuala Lumpur
Malaysia	CIMB Bank Berhad (Former Bumiputra Commerce Bank Berhad)	Kuala Lumpur
Malaysia	Hong Leong Bank Berhad	Kuala Lumpur
Malaysia	Malayan Banhing Berhad (Maybank)	Kuala Lumpur

Country of Origin	Name of Bank	City of Origin
Malaysia	Alliance Bank Malaysia Berhad	Kuala Lumpur
Malaysia	Oversea Chinese Banking Corporation Ltd	Kuala Lumpur
Malaysia	Public Bank Berhad	Kuala Lumpur
Malaysia	Affin Bank Berhad	Kuala Lumpur
Malaysia	RHB Bank Berhad	Kuala Lumpur
Malaysia	United Oversea Bank Ltd	Kuala Lumpur
Australia	Oversea – Chinese Banking Corporation Ltd	Sydney
Australia	KEB Australia Ltd	Sydney
Australia	United Overseas Bank Ltd	Sydney
Austria	Bank Austria AG (Former – Osterreichische Landesbank AG)	Vienna
Austria	Unicredit Bank Austria AG (Former Bank Austria Creditanstalt)	Vienna
Austria	Erste Bank der Oesterreichischen SPA	Vienna
Austria	Raiffeisen Bank International AG	Vienna
Austria	Erste Group Bank AG	Vienna
Singapore	Bank of China Limited	Singapore
Singapore	Bank of India	Singapore
Singapore	Bangkok Bank Public Co. Ltd	Singapore
Singapore	BNP Paribas	Singapore
Singapore	Bank of Tokyo – Mitsubishi UFJ Ltd	Singapore
Singapore	Bayerische Hypo-Und Vereinsbank AG	Singapore
Singapore	IMB Bank Berhad	Singapore
Singapore	DBS Bank Ltd	Singapore
Singapore	Deutsche Bank AG	Singapore
Singapore	Far Eastern Bank Ltd	Singapore
Singapore	First Commercial Bank	Singapore
Singapore	Natixis, Singapore	Singapore
Singapore	Fortis Bank S.A / N.V	Singapore
Singapore	Habib Bank Ltd	Singapore
Singapore	Hua Nan Commercial Bank	Singapore
Singapore	Woori Bank	Singapore
Singapore	Indian Bank	Singapore
Singapore	Indian Overseas Bank	Singapore
Singapore	Korea Exchange Bank	Singapore
Singapore	KBC Bank	Singapore
Singapore	Krung Tai Baul PLC	Singapore
Singapore	Malayan Banking Berhad	Singapore
Singapore	Mizuho Cooperate Bank Ltd	Singapore
Singapore	OCBC Bank United	Singapore
Singapore	Sumitomo Mitsui Banking Corporation	Singapore
Singapore	Landesbank Baden Wuerttemberg	Singapore
Singapore	UCO Bank	Singapore

Country of Origin	Name of Bank	City of Origin
Singapore	United Overseas Bank Ltd	Singapore
Singapore	First Gulf Bank	Singapore
Singapore	Skandinaviska Enskilda Banken	Singapore
Singapore	Qatar National Bank (QNB)	Singapore
Singapore	Bank Mandiri (Persero) Tbk.PT	Singapore

EXHIBIT G

Environmental, Social and Labor Requirements

A. The Seller shall plan, design, construct and operate the Facility and generally comply in all material respects with the standards and guidelines specified in Section 22 of the Agreement and listed below. The foregoing obligation includes obtaining and maintaining all necessary permits and licenses for the construction and operation of the Facility.

i. All applicable national Myanmar environmental, social and labor laws

ii. The IFC Performance Standards

iii. The World Bank Group EHS General Guidelines

iv. The World Bank Group EHS Guidelines for Thermal Power Plants

v. World Bank Group EHS Guidelines for Electric Power and Transmission Distribution;

vi. The IFC Stakeholder Engagement Handbook v and other relevant Good Practice Notes (vi) IFC Handbook for Preparing a Resettlement Action Plan vi (if applicable)

vii. All applicable environmental, social and labor performance standards specified by any Financing Parties in any Financing Documents. The Myanmar Environmental Conservation Law (2012) has been enacted to implement the National Environmental Policy. This law includes principles and guidelines for sustainable development, conservation of clean environment, and preservation of natural and cultural heritage. Under this law regulations and standards will be issued from time to time with which the Seller will be required to comply. References to "WBG" in this Schedule are to the "World Bank Group".

B. Environmental Impact Assessment and Related Laws

The Seller shall prepare an Environmental Impact Assessment (EIA) for the project in accordance with the requirements and regulations of the Ministry of Environmental Conservation and Forestry (MoECaF). The Seller shall prepare an Environmental and Social Impact Assessment (ESIA) in accordance with the IFC Performance Standards relating to the adequate identification and assessment of project risks and impacts. The terms of reference for the ESIA are provided in this Exhibit G, Section I. To the extent practicable, the EIA will be equivalent to the ESIA, with only a single assessment prepared to avoid confusion. If separate assessments are prepared, the Seller shall exercise best efforts to minimize inconsistencies between the two documents. The EIA, ESIA and the related management plans shall be prepared by the Seller's personnel or external experts with knowledge of IFC Performance Standards referenced in this Exhibit G, Section I. The

Seller shall also comply in all material respects with all relevant environmental protection laws, including but not limited to:

i. The Forest Law (1992)

ii. The Forest Rules (1995)

iii. The Protection of Wild Life, Wild Plants and Conservation of Natural Areas Law (1994)

iv. Wild Life Protection Rules (2002)

v. The Protection of Wildlife and Conservation of Natural Areas Law SLORC Law No. 6/94

vi. The Forest Department Notification No. 583/94

vii. Environmental Conservation Law (2012)

viii. Environmental Conservation Rules (2014)

ix. National Environmental Policy (1994)

x. The Conservation of Water Resources and Rivers Law (2006)

xi. Myanmar Agenda 21

C. Standards and Guidelines

The Project is required to comply in all material respects with all relevant national, WBG and IFC guidelines and standards, with the main applicable WBG guidelines referenced below in this Exhibit G, Section I.

D. Labor Requirements

The Seller shall ensure that all relevant Myanmar labor laws are complied with in all material respects, including but not limited to:

i. Employment Restriction Act (1959)

ii. Employment Statistics Act (1948)

iii. Factories Act (1951)

iv. Labor Organization Law (2011)

v. Leave and Holidays Act (1951)

vi. Payment of Wages Act (1936)

vii. Workmen's Compensation Act (1923)

viii. Minimum Wage Law (2013)

ix. Settlement of Labor Dispute Law (2012)

x. Social Security Law (2012)

xi. Employment and Skill Development Law (2013)

Myanmar has been a member of the International Labor Organization (ILO) since 1948, therefore, the Seller shall comply in all material respects with the following ILO conventions:

i. C029 - Forced Labor Convention, 1930 (No. 29) - 04 Mar 1955

ii. C087 - Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87) - 04 Mar 1955

iii. C001 - Hours of Work (Industry) Convention, 1919 (No. 1) - 14 Jul 1921

iv. C002 - Unemployment Convention, 1919 (No. 2) - 14 Jul 1921

v. C006 - Night Work of Young Persons (Industry) Convention, 1919 (No. 6) - 14 Jul 1921

vi. C011 - Right of Association (Agriculture) Convention, 1921 (No. 11) - 11 May 1923

vii. C014 - Weekly Rest (Industry) Convention, 1921 (No. 14) - 11 May 1923

viii. C015 - Minimum Age (Trimmers and Stokers) Convention, 1921 (No. 15) - 20 Nov 1922

ix. C016 - Medical Examination of Young Persons (Sea) Convention, 1921 (No. 16) - 20 Nov 1922

x. C017 - Workmen's Compensation (Accidents) Convention, 1925 (No. 17) - 16 Feb 1956

xi. C018 - Workmen's Compensation (Occupational Diseases) Convention, 1925 (No. 18) – 30 Sep 1927

xii. C019 - Equality of Treatment (Accident Compensation) Convention, 1925 (No. 19) - 30 Sep 1927

xiii. C021 - Inspection of Emigrants Convention, 1926 (No. 21) - 14 Jan 1928

xiv. C022 - Seamen's Articles of Agreement Convention, 1926 (No. 22) - 31 Oct 1932

xv. C026 - Minimum Wage-Fixing Machinery Convention, 1928 (No. 26) - 21 May 1954

xvi. C027 - Marking of Weight (Packages Transported by Vessels) Convention, 1929 (No. 27) - 07 Sep 1931

xvii. C042 - Workmen's Compensation (Occupational Diseases) Convention (Revised), 1934 (No.42) - 17 May 1957

xviii. C052 - Holidays with Pay Convention, 1936 (No. 52) - 21 May 1954

xix. C063 - Convention concerning Statistics of Wages and Hours of Work, 1938 (No. 63) Excluding Parts III and IV -24 Nov 1961

The Seller shall also comply in all material respects with the provisions of IFC Performance Standard B Labor and Working Conditions, which includes provisions relating to general working conditions, workers organizations, non-discrimination and equal opportunity, retrenchment, the provision of a grievance mechanism, and the prohibition of child labor and forced labor.

E. Other Applicable Laws and Guidelines

The Seller is responsible for ensuring that other national laws that may be applicable to the Facility are in all material respects adhered to, including, but not limited to:

i. Land Acquisition Act (1894)

ii. The Farmland Act (2012)

iii. Towns Act (1907) (as amended)

iv. Village Act (1908) (as amended)

v. Protection of the Right of Cultivation Act (1963)

vi. Tenancy Law (1963) and Tenancy (Amendment) Law (1965)

If land acquisition and/or resettlement is required, the Seller shall adhere in all material respects to the provisions of IFC Performance Standard 5 Land Acquisition and Involuntary Resettlement.

F. Permits

The Seller is responsible for obtaining and maintaining all the necessary permits and licenses for the construction, operation and decommissioning of the Facility. The Seller is responsible for identifying, obtaining and maintaining all necessary permits and licenses to construct and operate the Facility.

G. Environmental and Social Management System

The Seller shall prepare an Environmental and Social Management System (ESMS) for the project in accordance with the IFC Performance Standards.

H. Stakeholder Engagement

The Seller shall develop a stakeholder engagement process, to establish and maintain constructive relationships with key stakeholders, including any affected communities. This stakeholder engagement process shall be an on-going process and shall include, at different levels depending on the results of stakeholder analysis and the extent of risks and impacts, external communications, disclosure of relevant information to, and consultation processes with, any affected communities, and a grievance mechanism to receive and facilitate resolution of concerns and grievances of any affected communities. Technical guidance, with examples of good international industry practice, may be found in the IFC's 'Stakeholder Engagement: A Good Practice Handbook for Companies Doing Business in Emerging Markets'.

http://www1.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/ifc+sustainability/publications/publications_handbook_stakeholderengagement__wci__1319577185063

I. Terms of Reference for the Environmental and Social Impact Assessment

i. IFC Performance Standards (2012 Edition). Available at: http://www.ifc.org/wps/wcm/connect/Topics_Ext_Content/IFC_External_Corporate_Site/IFC+Sustainability/Sustainability+Framework/Sustainability+Framework+-+2012/Performance+Standards+and+Guidance+Notes+2012/

ii. IFC/World Bank Group EHS Guidelines. Available at: http://www.ifc.org/ehsguidelines

iii. IFC/World Bank Group EHS Guidelines for Electric Power and Transmission Distribution (2007 Edition). Available at: http://www.ifc.org/wps/wcm/connect/66b56e00488657eeb36af36a6515bb18/Final%2B%2BElectric%2BTransmission%2Band%2BDistribution.pdf?MOD=AJPERES&id=1323162154847

iv. IFC Stakeholder Engagement: A Good Practice Handbook for Companies Doing Business in Emerging Markets (2007 Edition). Available at: http://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/ifc+sustainability/publications/publications_handbook_stakeholderengagement__wci__1319577185063

v. IFC Handbook for Preparing a Resettlement Action Plan (2002 Edition). Available at:http://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corp

orate_site/ifc+sustainability/publications/publications_handbook_rap__wci__1319577659424

EXHIBIT H

CONSEQUENCES OF TERMINATION

PURCHASE PRICE

1. Termination for Seller Event of Default

(a) If MEPE terminates the Agreement pursuant to Section 10.2(b) (Default and Termination) of this Agreement, MEPE may within 90 days from the date on which it issues the Termination Notice pursuant to Section 10.2(b) (the "**Decision Period**") send to Seller a written notice confirming whether or not MEPE will purchase all of the Sellers's right, title and interest in the Facility (a "**Purchase Notice**").

(b) If, within the Decision Period, MEPE issues a Purchase Notice to the Seller which confirms that MEPE will purchase all of the Seller's right, title and interest in the Facility, then:

(i) the Parties must comply with the provisions of Exhibit N (Transfer Procedure) of this Agreement; and

(ii) on the applicable Transfer Date, the Seller must transfer the Facility to MEPE (or a subsequent operator nominated by MEPE) and MEPE must purchase all of the Seller's right, title and interest in the Facility for a purchase price equal to:

(A) the Senior Debt Component; less

(B) the greater of:

I. the Shareholders' Equity Commitment minus the Shareholders' Actual Equity Contributions; and

II zero.[13]

(c) Without limiting any other remedy available to MEPE, if MEPE does not issue a Purchase Notice within the Decision Period, MEPE will be deemed to have waived its option to purchase the Facility pursuant to sub-paragraph 1(a) above.

(d) If MEPE does not issue a Purchase Notice within the Decision Period or issues a notice confirming that MEPE will not purchase all of the Seller's right, title and interest in the Facility, the Seller shall not transfer the Facility to MEPE upon early termination of this Agreement pursuant to this sub-paragraph 1.

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[13] Will the Financing Parties agree to this? This would mean that the Senior Debt is taking the risk that the Shareholders will fund additional equity while the Senior Debt loses their collateral to MEPE. I am guessing most senior project finance debt would be troubled by this purchase price.

2. Termination for MEPE Event of Default or Force Majeure

(a) Prior to Commercial Operation Date. If, prior to the Commercial Operation Date:

(i) the Seller terminates this Agreement pursuant to Section 10.1(b) or Section 13.5(a)(i)(B) of this Agreement; or

(ii) MEPE terminates this Agreement pursuant to Section 13.5(a)(i)(B) or Section 13.5(b)(i) of this Agreement, then:

(iii) the Parties must comply with the provisions of Exhibit N (Transfer Procedure) of this Agreement; and

(iv) on the applicable Transfer Date, the Seller must transfer the Facility to MEPE (or a subsequent operator nominated by MEPE) and MEPE must purchase all of the Seller's right, title and interest in the Facility for a purchase price equal to:

(A) the Senior Debt Component; plus

(B) the sum of:

I. the lesser of:

(x) the Shareholders' Actual Equity Contributions; and

(y) the sum of the Shareholders' Equity Commitment plus the Shareholders' Contingent Equity Commitment; and

II. a return on Equity, equal to a rate of fifteen percent. (15%) (nominal) per annum, calculated on the Shareholders' Actual Equity Contributions compounded annually from the date of each such Shareholders' Actual Equity Contribution to the earlier of (i) the Calculation Date and (ii) the date of financing or refinancing of such Shareholders' Actual Equity Contribution as Senior Debt; less

(C) Equity Distributions.

(b) After Commercial Operation Date. If, on or after the Commercial Operation Date:

(i) the Seller terminates this Agreement pursuant to Section 10.1(b) of this Agreement; or

(ii) MEPE terminates this Agreement pursuant to Section 13.5(b)(ii) of this Agreement, then:

(iii) the Parties must comply with the provisions of Exhibit N (Transfer Procedure) of this Agreement; and

(iv) on the applicable Transfer Date, the Seller must transfer the Facility to MEPE (or a subsequent operator nominated by MEPE) and MEPE must purchase all of the Seller's right, title and interest in the Facility for a purchase price equal to the sum of:

(A) the Senior Debt Component; and

(B) the amount equal to: (DC/CC * (A +B)), where:

DC = aggregate Dependable Contracted Capacity of the Facility immediately prior to the Calculation Date, provided that if DC, as determined in accordance with this Agreement (including Exhibit O), has been or is reduced (i) as the result of a Force Majeure (other than a Governmental Force Majeure) event and such reduction in the DC can be corrected within a reasonable period of time in accordance with Good Utility Industry Practice, the DC as so determined, shall be adjusted equitably to the level of aggregate Dependable Contracted Capacity the Facility would be capable of achieving after such correction, or (ii) as a result of a Governmental Force Majeure or an event of Default by MEPE, DC shall equal CC;

CC= aggregate Contracted Capacity for the Facility for the Contract Year in which the Calculation Date occurs;

A = Shareholders' Actual Equity Contributions;

B = Foregone Return on Equity;

(c) <u>Termination for Certain Other Force Majeure Events</u>

(i) If:

(A) the Seller terminates this Agreement pursuant to Section 13.5(a)(i)(A), Section 13.5(a)(ii) or Section 13.6(d); or

(B) MEPE terminates this Agreement pursuant to Section 13.5(a)(i)(A), Section 13.5(a)(ii) or Section 13.6(d)),

then MEPE may within 120 Business Days from the date on which the relevant Termination Notice is issued (the **"FM Decision Period"**) issue the Seller with a notice confirming whether or not MEPE will purchase all of the Seller's right, title and interest in the facility (an **"FM Purchase Notice"**).

(ii) If, within the FM Decision Period, MEPE issues a FM Purchase Notice to the Seller which confirms that MEPE will purchase all of the Seller's right, title and interest in the Facility then:

(A) the Parties must comply with the provisions of Exhibit N (Transfer Procedure) of this Agreement; and

(B) on the applicable Transfer Date, the Seller must transfer the Facility to MEPE (or a subsequent operator nominated by MEPE) and MEPE must purchase all of the Seller's right, title and interest in the Facility for a purchase price equal to the :

I. the Shareholders' Actual Equity Contributions; plus

II. the Senior Debt Component; minus

III. Equity Distributions

(iii) Without limiting any other remedy available to MEPE, if MEPE does not issue a FM Purchase Notice within the FM Decision Period, MEPE will be deemed to have waived its option to purchase the Facility pursuant to sub-paragraph 1(a) above.

(iv) If MEPE does not issue a FM Purchase Notice within the Decision Period or issues a notice confirming that MEPE will not purchase all of the Seller's right, title and interest in the Facility, the Seller shall not transfer the Facility to MEPE upon early termination of this Agreement pursuant to this sub-paragraph 2(c).

3. Calculation of Purchase Price

(a) Subject to sub-paragraph 3(b) below, MEPE will be responsible for the calculation of the purchase price under this Exhibit H (Consequences of Termination) within 10 Business Days of the Calculation Date.

(b) The Seller will be responsible for the calculation of the purchase price under this Exhibit H (Consequences of Termination) in the circumstances described in sub-paragraph 2(a)(i) or sub-paragraph 2(b)(i) within 10 Business Days of the Calculation Date.

(c) In calculating the amounts payable pursuant to this Exhibit H (Consequences of Termination), there shall be no double-counting of any components or sub-components making up any such amounts.

(d) Any failure of MEPE pursuant to sub-paragraph 3(a) above or the Seller pursuant to sub-paragraph 3(b) above to calculate the purchase price within the 10 Business Day period shall result in the calculation of such purchase price by an Expert pursuant to paragraph 7 below.

4. Payment of Purchase Price

(a) All amounts payable pursuant to this Exhibit H (Consequences of Termination) must be:

(i) calculated and paid in USD; and

(ii) paid in immediately available funds on the Transfer Date, provided that all of the Seller's right, title and interest in the Facility is transferred concurrently to MEPE in strict compliance with this Agreement, including Exhibit N (Transfer Procedure).

(b) If interest on any amount(s) payable pursuant to this Exhibit H (Consequences of Termination) has been awarded pursuant to Section 10 of this Agreement, such interest will be payable on the relevant amount(s)at the Default Rate from the Transfer Date to the date of payment or as otherwise agreed between MEPE and the Seller.

(c) Notwithstanding any other provisions in this Agreement, including this Exhibit H (Consequences of Termination), neither Party shall be entitled to recover compensation or make a claim under this Agreement, including under this Exhibit H (Consequences of Termination) in respect of any losses that it has incurred or costs that it will incur to the extent that it has already been compensated in respect of those losses or those costs pursuant to this Agreement, including pursuant to this Exhibit H (Consequences of Termination) or otherwise (including pursuant to any insurances maintained by the Seller in respect of the Facility).

5. ADDITIONAL ADJUSTMENTS

A. Termination Costs

(a) All of the costs listed in paragraphs (a) to (d) (inclusive) of the definition of Termination Costs shall be borne by the Seller, and all of the costs listed in paragraphs (e) to (h) (inclusive) of the definition of Termination Costs shall be borne by MEPE, in the event that MEPE terminates this Agreement pursuant to Section 10.2(b) of this Agreement or either Party terminates this Agreement pursuant to Section 13.5(a)(i)(A), Section 13.5(a)(ii) or Section 13.6(c) of this Agreement.

(b) All Termination Costs shall be borne by MEPE in the event that the Seller terminates this Agreement pursuant to Section 10.1(b) or 13.5(a)(i)(B) of this Agreement or MEPE terminates this Agreement pursuant to Section 13.5(a)(i)(B) or Section 13.5(b) of this Agreement.

(c) The Seller and MEPE agree, subject to the terms of the Financing Documents, to give effect to the transfer of the Seller's right, title and interest in the Facility and payment of the purchase price by MEPE in such a manner so as to minimize any

Termination Costs that may be or become payable, including, as appropriate, by means of a transfer of Equity of the entity that owns the Facility.

(d) Termination Costs shall be payable by the responsible Party on the Transfer Date concurrently with the transfer by the Seller of its right, title and interest in the Facility and the payment of the purchase price by MEPE.

B. Purchase Price Adjustment

(a) MEPE may at any time deduct from any amount payable to the Seller pursuant to this Exhibit H (Consequences of Termination):

(i) subject to sub-paragraph 5.B(c) below, any moneys that the Seller becomes liable to pay to, or for the account of, MEPE on any account whatsoever in connection with the Facility; and

(ii) an amount equal to insurance proceeds that have been received (or receivable but unpaid) by the Seller on or before the Termination Date in respect of any event that gave rise or contributed to the termination of this Agreement less the sum of the following amounts:

A. the amount of those insurance proceeds that have been applied toward the repair, reconstruction or replacement of the Facility pursuant to Section 15 and Exhibit Q; and

B. the amount of those insurance proceeds that have been applied toward repayment of Senior Debt.

(b) MEPE will provide the Seller with reasonable detail of the basis on which it is deducting any amount under sub-paragraph 5.B(a).

(c) MEPE shall not be entitled to deduct any amount pursuant to sub-paragraph 5.B(a)(i) from any payment to the Seller following Financial Closing Date if such deduction would reduce the amount payable to the Seller in connection with the termination of this Agreement to an amount less than the Senior Debt Component.

6. EFFECT OF TERMINATION

A. Effect of Termination Notice

(a) Subject to sub-paragraph 6.A(b) below, following the serving of a Termination Notice:

(i) the Seller will continue to perform its obligations under this Agreement until the Termination Date; and

(ii) MEPE will continue to make payments to the Seller pursuant to the terms of this Agreement, until the Termination Date.

(b) Except in the circumstances that the Seller has terminated this Agreement pursuant to Section 10.1(b) of this Agreement, MEPE may require the Seller to continue to perform its obligations under this Agreement during the period between the Termination Date and the Transfer Date by:

(i) if MEPE terminates this Agreement, notifying the Seller in the relevant Termination Notice that the Seller shall continue to perform its obligations under this Agreement during the period between the Termination Date and the Transfer Date; or

(ii) if the Seller terminates this Agreement, issuing a written notice to MEPE within 14 days of receiving the relevant Termination Notice from the Seller notifying MEPE that MEPE shall continue to perform its obligations under this Agreement during the period between the Termination Date and the Transfer Date.

(c) If MEPE issues a notice under paragraph (b) above notifying the Seller to continue to perform the Seller's obligations under this Agreement during the period between the Termination Date and the Transfer Date:

(i) the Seller shall continue to perform its obligations under this Agreement until the Transfer Date; and

(ii) MEPE shall continue to make payments the Seller pursuant to the terms of this Agreement, until the Transfer Date.

B. Termination Date

Subject to sub-paragraph 6.A(b) above and sub-paragraph 6.C below, on and from the Termination Date:

(a) this Agreement will terminate and the Seller will cease to perform its obligations under this Agreement; and

(b) MEPE will cease to pay Energy Payments for any period after the Termination Date, but will, if and when required, pay the Seller any amounts payable under paragraphs 1 through 4, inclusive, sub-paragraph 5.A(b) and sub-paragraph 6.A(b) of this Exhibit H (Consequences of Termination).

C. Continuing obligations

Except as otherwise expressly provided in this Agreement or as already taken into account in the calculation of any payment on termination under this Agreement:

(a) expiry or termination of this Agreement shall be without prejudice to any accrued rights or obligations under this Agreement as at the Termination Date; and

(b) expiry or termination of this Agreement shall not affect the continuing rights and obligations of MEPE and the Seller under any provision of this Agreement that:

(i) relates to or is in connection with:

(A) MEPE's right to set-off and recover money;

(B) confidentiality;

(C) any indemnity, Credit Support or Seller Security; or

(D) any right arising on termination;

(ii) is expressed to survive termination;

(iii) is required to give effect to such termination or the consequences of such termination; or

(iv) by implication from its nature is intended to survive termination.

7. SURVIVAL

The provisions of this Exhibit H (Consequences of Termination) survive termination of this Agreement.

8. DISPUTE

Any dispute, claim, difference or controversy arising out of, relating to or having a connection with the compliance by the Parties with this Exhibit H (Consequences of Termination) shall be resolved in accordance with Section 12 of this Agreement.

EXHIBIT I

YEARLY ENERGY OUTPUT ESTIMATES

EXHIBIT J

LETTER OF CREDIT FORMAT

[Note to Parties: a sample Swift message to the advising bank regarding issuance of the letter of credit is provided below]

--Message Header--

Swift Input	:	Fin 700 Issue of a Documentary Credit
Sender	:	MFTBMMYXXX MYANMA FOREIGN TRADE BANK YANGON MM
Receiver	:	[Bank code] [Bank name] SINGAPORE SG

--Message Text--

27: Sequence of Total 1/1

40A Form of Documentary Credit
IRREVOCABLE

20: Documentary Credit Number
MF[xxxx]

31C: Date of Issue
[*Date*]

40E Applicable Rules
UCP LATEST VERSION

31D Date and Place of Expiry
[*Date*] SINGAPORE

50: Applicant
MYANMA ELECTRIC POWER ENTERPRISE
BUILDING NO. 27, NAY PYI TAW,
MYANMAR

59: Beneficiary – Name and Address
[*Name and Address of the Seller*]

32B Currency Code, Amount
Currency : USD (US DOLLAR)
Amount : USD [•]

41A: Available with … By … -FI
BIC [*Bank Code*]
SINGAPORE SG
BY NEGOTIATION

42C: Drafts at …
SIGHT

42A: Drawee – FIB IC
MFTBMMMY
MYANMA FOREIGN TRADE BANK
YANGON MM

44F: Port of Discharge/Airport of Dest
NOT APPLICABLE

44Cl Latest Date of Shipment
NOT APPLICABLE

45A: Description of Goods &/or services
ENERGY PAYMENTS FOR 20[16] – 20[17] BUDGET YEAR

46A:
1. COMMERCIAL INVOICE IN 1 ORIGINAL AND 3 COPIES [AND GOODS SPECIFIED ON THE INVOICE ARE IN STRICT CONFORMITY WITH THE GOODS MENTIONED IN PROFORMA INVOICE IPP/xx/20[16]/001][16] DATED [□]

2. ACCEPTANCE LETTER ISSUED BY MEPE FOR 20xx-20yy BUDGET YEAR

47A: Additional conditions

1. EACH DRAFT MUST STATE THAT IT IS 'DRAWN UNDER MYANMA FOREIGN TRADE BANK, YANGON', LETTER OF CREDIT NO. MFxxx Dated xxx
THE ISSUING BANK, I.E. MYANMA FOREIGN' TRADE BANK, YANGON DERS, HEREBY AGREES WITH THE DRAWERS, ENDORSES AND BONA FIDE HOLDERS OF CREDIT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS CREDIT THAT SUCH DRAFT WILL BE DULY HONOURED UPON RECEIPT OF DOCUMENTS TO BE NEGOTIATED AS STIPULATED ABOVE.

2. NEGOTIATION IS RESTRICTED TO [Bank name], SINGAPORE AND REIMBURSEMENT CLAIMS WILL ONLY BE HONOURED IF MADE THROUGH THAT BANK.

---

16 This does not appear to be applicable. May it be deleted?

3. A DISCREPANCY FEE OF USD xx/- WILL BE DEDUCTED FROM THE PROCEEDS IF DOCUMENTS ARE PRESENTED WITH ANY [MATERIAL][17] DISCREPANCY.

4. PARTIAL DRAWINGS TO BE ALLOWED.

71B: Charges
ALL BANKING CHARGES OUTSIDE
MYANMAR ARE FOR THE ACCOUNT OF
BENEFICIARY

49: Confirmation Instructions
WITHOUT

78: Inst. To Payg./Accptg/Negotg Bank

1. THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED HEREON BY THE NEGOTIATING BANK AND THE PRESENTATION OF EACH DRAFT IF NEGOTIATED SHALL BE A WARRANTY BY THE NEGOTIATING BANK THAT SUCH ENDORSEMENT HAS BEEN MADE.

2. THE NEGOTIATING BANK MUST SEND ALL DOCUMENTS, INCLUDING DRAFTS, DIRECTLY TO THE ISSUING BANK, I.E. MYANMA FOREIGN TRADE BANK 80-86 MAHABANDOOLA GARDEN STREET, YANGON, MYANMAR, BY COURIER SERVICE

3. UPON RECEIPT OF DOCUMENTS IN CONFORMITY WITH THE LETTER OF CREDIT TERMS, WE WILL PAY THE VALUE OF THE DRAWING FOR YOUR ACCOUNT WITH THE NEGOTIATING BANK

---

[17] We suggest insert a materiality standard, although the issuing bank may object.

EXHIBIT K

INTERCONNECTION FACILITIES AGREEMENT

A. INTRODUCTION

This Exhibit K (Interconnection Facilities Agreement) describes, and by execution of the PPA (defined below) constitutes an agreement of the Parties to, the minimum functional requirements for the Facility, including scope and design requirements.

Words and expressions used in this Exhibit K shall, unless the context otherwise requires, have the meaning given to them in the Section 1 of this Agreement (solely for the purposes of this Exhibit K, the "**PPA**").

The Facility and Interconnection Facilities shall be required to comply with environmental standards and safeguards required by the Laws of Myanmar and those specified in Exhibit G, of the PPA.

i. Interconnection Facility Requirements

The Facility is required to be reliable and efficient and expected to achieve an annual average availability in excess of [90%] and shall provide a [maximum] Contracted Capacity of 150 MW AC over the complete term of the PPA. It is essential that the key components of the Facility are of proven design and technology.

The Facility will be connected to the System via a 230 kV substation as described in Exhibit A of the PPA and this Exhibit K. The Seller is required to design, supply, construct and test the transmission facility and SCADA communication system between the Facility and the 230 kV substation. This transmission facility and the SCADA communication systems together form the New Transmission Facilities and are described in Exhibit A (Facility Description, Operating Characteristics, Interconnection Facilities, Water Usage and Map) and Exhibit D (New Transmission Facilities) of the PPA and this Exhibit K (Interconnection Inspection and Testing). After completion of testing in accordance with Exhibit L (Connection Point Inspection and Testing) of the PPA, the New Transmission Facilities shall be transferred to MEPE on the Completion Date.

ii. Engineering, Procurement and Construction

The Seller will be obliged to utilize Good Utility Industry Practice in preparing the design of the Facility. Equipment proposed shall be of new manufacture and proven design by reputable manufacturers with sufficient experience accumulated on the particular Facility proposed. The Facility shall achieve competitive, least cost power production.

The Seller, if unable to perform the engineering, design and construction supervision activities within its own resources shall engage reputable engineering consultant(s) with specific international experience of solar projects to engineer, design and supervise erection and commissioning of the Facility.

The Seller must specify engineering, procurement and construction (EPC) contractors, which (together with its designated sub-contractors, if applicable) shall have proven experience in implementing large solar power plant projects.

All documentation shall be provided in the English language.

iii. Operation and Maintenance (O&M)

The Seller, if unable to perform the O&M services within its own resources, shall retain an O&M contractor to act as the Facility Operator under the PPA and operate and maintain the Facility. The Facility Operator must have appropriate experience operating solar projects.

B. SITE CONDITIONS

i. General

The Facility is to be located at the Site as described in Exhibit A to the PPA.

ii. Geotechnical Data

The Seller shall be responsible for satisfying itself as to the geotechnical characteristics of the Site and as to the suitability of the Facility for the solar project and will assume all risks associated therewith under the PPA.

C. TECHNICAL REQUIREMENTS/DESIGN PHILOSOPHY

i. General

The Facility must utilize new components and systems which are of proven design. The Facility shall be built to appropriate internationally recognized standards, and shall comply with all the applicable Myanmar codes.

ii. Design Considerations

The Facility must be capable of operation within the technical limits specified in the PPA, the PPA Exhibits, including in accordance with this Exhibit K.

The Facility must be designed such that the impact of a failure of any single piece of auxiliary equipment on the output of the Facility will be minimal and will not cause a failure of the entire Facility.

The control system of the Facility shall be equipped with automatic power generation control capability for automatic and manual regulation of the real and reactive power output of the Facility.

The Facility shall be equipped with the facilities required for such control and all necessary facilities for transmitting measurements and data over communication links between the Facility and the control room of MEPE at the MEPE Substation. In addition, there must be data and voice links between the Facility and the Control Center.

The Facility shall be able to contribute continuously to the System frequency and voltage control by supplying appropriate active power and reactive power support.

The rated output of the Facility shall be available for a power factor of 0.80 (lagging) up to 0.90 (leading).

Normal operation range voltage changes shall not affect the active and reactive power output of the Facility.

The voltage of the electrical transmission system at the Point of Delivery shall be nominally 230 kV and within the range ± 10 %.

The frequency of the transmission system at the Point of Delivery shall be 50 Hz.

The Facility shall be designed to operate in the following frequency range of the operation limit for the time periods indicated below:

Operation Limit:

51.5 Hz – 52 Hz (15 minutes)

51 Hz – 51.5 Hz (90 minutes)

48.5 Hz – 51 Hz (continuous)

47.5 Hz – 48.5 Hz (25 minutes)

47.0 Hz – 47.5 Hz (30 seconds)

In the Facility Substation, the 230 kV step-up transformer circuit breakers shall be configured for operation from the Facility and also from the Facility Substation's control room and the System's control room, with proper interlocks and control.

a) Requirements for Materials

Materials selected by the Seller shall be new, in accordance with international quality standards, proven to be suitable and sufficient for the Term of the PPA.

b) Availability and Reliability

The Facility shall be designed to provide the capacity levels as set out in the PPA. Facility maintenance philosophies and the selection of equipment shall reflect the need for the Facility with a high availability operation throughout the year. The Seller shall include details and references of the recorded operational reliability of the key equipment and systems to be provided. The Seller shall include a description of the Facility's ability for flexible despatch.

iii. Facility Electrical System

a) Protection Systems

Protection systems shall disconnect the Facility to minimize damage from faults. Main and back-up or dual protection schemes shall be installed using modern protection relays.

The Seller shall be responsible for protecting the Facility in case the frequency and voltage of the System exceeds the operational limits as described in Section C (ii) of this Exhibit K.

b) Interface with the Seller and the MEPE' s Control Center

Signal exchange between the Facility and MEPE's System Control Center shall be via remote terminal unit(s) ("**RTU**") located at the 230 kV Facility Substation. The RTU(s) will be provided by MEPE and the Seller will cable to the RTU(s) from the Facility. All measuring devices, auxiliary contacts and interposing relays and selector switches together with wiring and associated facilities for the Facility are to be supplied by the Seller.

Overall policies for Facility monitoring and governor control will be developed by the Seller in consultation with and agreed to by MEPE.

A Supervisory Control and Data Acquisition ("**SCADA**") facility list is envisaged which will be required to provide, among other information specified in Exhibit M of the PPA, status and alarm signals for the following areas of the Facility:

(ii) circuit breakers;

(iii) Facility step-up transformers;

(iv) communications;

(v) station protection; and

(vi) operating parameters.

iv. **230 kV MEPE Substation**

The 230 kV Facility Substation will be located as defined in Exhibit A of the PPA and will contain a double bus configuration.

Two 230 kV bays, equipped with protection and control [equipment], will be available for the connection of the Facility at the Facility Substation.

The Seller shall install a 230 kV double circuit overhead transmission line from the 230kV bus at the Facility and terminate at the bus in the MEPE 230 kV Substation. The Seller shall install two 230kV switch bays, metering devices, a protection and control panel, SCADA facilities at the MEPE Substation for the data sent from the Facility, and ancillaries at the MEPE Substation. Consultation will be required with MEPE to determine the termination requirements.

v. **Metering of Electrical Energy Delivered**

The Seller must install two sets of MEPE approved tariff type Metering Equipment (Primary Metering Equipment and Back-Up Metering Equipment) for each 230kV transmission line at the Facility in accordance with Exhibit M of the PPA, to measure the electrical energy delivered at the Interconnection. The Metering Equipment will be installed at the MEPE substation defined in Exhibit A of the PPA, in the 230 kV incoming circuits from the Facility. After the New Transmission Facilities Handover Date, the Metering Equipment will be owned by MEPE, but maintained and tested by the Seller in accordance with Section 4 of the PPA. The Metering Equipment will give, for each direction of flow, the following quantities:

(i) a continuous automatic record of both kilowatts and kilovars;

(ii) an automatic record of the kilowatt hours and kilovar hours for each sixty (60) minute interval beginning or ending on an hour; and

(iii) a continuous integrating record of the kilowatt-hours and kilovar hours.

The Primary Metering Equipment, in respect of each transmission line, shall be used for the net electrical energy import/export by the Facility to the 230 kV MEPE Substation. The Back-Up Metering Equipment, in respect of each transmission line, will be used for verification purposes. Each set of Metering Equipment shall be connected to a separate set of current transformers.

MEPE will give access to the Seller to the metering panels for the prescribed activities of the Seller set forth in the PPA.

Provision shall be made for signaling the data referenced above to the Seller's control room.

The accuracy of meters, current transformers and voltage transformers shall each be within ± 0.2%. All Metering Equipment shall be sealed consistent with the requirements of the PPA.

vi. General Requirements

c) Design Life

The minimum design life of the Facility shall be 30 years from the Phase 3 Commercial Operation Date of the Facility.

d) Protection against the Environment

Each Facility component shall be designed to withstand the most extreme ambient conditions to which it may be subjected and to continue to function normally whilst the Facility is operated at its maximum rating.

e) Performance Monitoring Systems

The Seller shall install systems for the continuous performance monitoring of the Facility such that information required for the production of invoices meets the requirements of the PPA. All data required to produce invoices shall be automatically forwarded to the MEPE Control Center via the 230 kV Facility Substation..

Equipment used for ongoing Facility performance monitoring should at all times have a valid calibration certificate. Certificates shall be made available at the request of MEPE.

f) Security Systems

The Facility design shall include suitable security systems such as security fences. Facilities for security personnel such as a guard house shall also be included.

The Facility is to be protected from both casual and malicious intrusion. The protective measures which the Seller will implement shall include:

(i) A perimeter security fence;

(ii) A CCTV system to monitor the perimeter and provide operational overviews and details of the Facility Site;

(iii) An intruder detection system for buildings;

(iv) An access control system to the Facility Site and the buildings located thereon (including a log of time in attendance);

(v) A gate intercom system to allow visitor access; and

(vi) A mechanized site access gate.

These measures will be fully integrated to allow an automatic response to events to aid Facility Operator decisions.

g) Fire Protection Systems

The Facility shall have a high level of fire protection in accordance with National Fire Protection Association (NFPA) Codes. The recommendation of NFPA 850 and the Myanmar Police shall be adopted as a minimum requirement. The Facility Site shall be provided with substantial firefighting systems to minimize damage to the Facility in the event of a fire.

D. SCOPE, INTERFACES AND TERMINAL POINTS OF THE FACILITY

i. Scope of the Facility

The scope of works for the Project shall cover the development, design, engineering, financing, permitting, insurance, procurement, manufacturing, factory testing, transport to Facility Site, erection, construction, commissioning and performance testing including Facility Site investigation, Facility Site development and all related civil work, as well as operation and maintenance of the Facility.

The Seller will be required to include in the scope of work all equipment work and services necessary for complete, safe and prudent operation and maintenance for the whole of the Facility, even if certain essential work are not expressly stated in Exhibit A of the PPA or elsewhere in the PPA.

The scope of work for the Project shall include, but not be limited, to the following:

a) Preparatory work, such as:

(i) Facility Site surveys, including topography, geotechnical, seismic conditions, hydrographic and meteorology studies;

(ii) soil investigation;

(iii) Facility Site preparation, e.g. clearing, backfilling with compaction/consolidation substrates, grading, leveling, earth moving, etc.; and

(iv) Facility Site drainage and sewage treatment and removal systems.

b) Infrastructure work, including:

(i) construction and/or improvement of access roads to site as well as access roads on- site;

(ii) electricity and water supply for the construction of the Facility;

(iii) construction of security fencing, parking, etc.; and

(iv) fire-fighting equipment.

c) Construction facilities, including:

(i) provision of a temporary housing camp, contractor's offices, warehouses, workshops for Facility Site construction purposes, vehicles, mobile equipment, temporary power generators and electricity required during construction; and

(ii) demolition and removal of temporary construction facilities after the Phase 3 Commercial Operation Date including restoration of surface areas.

d) Civil work such as:

(i) piling works (if required);

(ii) general buildings, such as an administrative building, workshop, laboratory, storage building, auxiliary buildings and structures, including ventilation and air conditioning facilities for such buildings;

(iii) buildings for mechanical and electrical equipment including excavations, foundations, substructures, construction and finishing of the complete building complex, including ventilation and air conditioning facilities for such buildings; and

(iv) roads and surface drainage.

e) Fire detection, fire protection devices, and firefighting water systems.

f) Electrical equipment and control and instrumentation ("C&I"), such as:

(i) solar modules, inverters, voltage regulator, protection systems, circuit breakers, switchyards, earthing transformer, protection, C&I system, etc.;

(ii) 230 kV overhead lines and termination equipment;

(iii) Facility auxiliaries supply including auxiliary transformers, HV/MV/LV transformers, HV/MV switchgear, LV switchgear, MV/LV bus ducts and cables, DC and UPS systems, lighting, earthing and lightning protection systems;

(iv) interfacing facilities for interchanging data between the Facility and the MEPE Control Center;

(v) control and instrumentation, including Facility control and monitoring system, telecommunication system, protection systems,

environmental monitoring equipment, field testing equipment, instrument workshop equipment, metering, etc.; and

(vi) security CCTV system.

g) Project development: such as services which are common for the Facility and not related to specific equipment and facilities, e.g. management and supervision, engineering, insurance and bonds during construction, training services and other services, documentation to be provided, testing, etc.

ii. Interfaces and Terminal Points of the Facility

a) General

The Seller's scope shall include connecting equipment, facilities and services at the interfaces (tie-ins).

b) Terminal Points of the Facility

(i) Electrical: The supply, installation, operation and maintenance of the Facility's 230 kV circuit breakers are within the scope of this Project. The post construction interface (*i.e.*, the Interconnection) will be at the 230 kV interface between each 230 kV step-up transformer circuit breaker provided by the Seller and the 230 kV overhead transmission line which will be supplied and constructed by the Seller and ownership transferred to MEPE for operation and maintenance on the New Transmission Facilities Handover Date. The protection and inter-tripping between the Facility Substation and the 230 kV MEPE Substation will be at an interface panel provided by the Seller in the Facility.

At each electrical interface, co-ordination is required between the Seller and MEPE.

(ii) Communications and SCADA: The operation and maintenance interface for SCADA equipment shall be at the terminal blocks/strips at the Facility. The operation and maintenance interface for the Facility telephones, telemeasurements, indications and signaling will be at a RTU installed by the Seller at the Facility. Co- ordination between the Seller and MEPE will be required at the interface. The connection between the Facility Substation and the 230 kV MEPE Substation including the interface cubicle between the Facility Substation and the 230 kV MEPE Substation will be supplied and constructed by the Seller and on the New Transmission Facilities Handover Date transferred in ownership to MEPE.

(iii) Storm and surface water run-off/drainage systems: Drainage systems shall be included in the Seller's scope and shall be required to interconnect to existing systems, if applicable. The collection and storage shall be in accordance with the approved EIA and where necessary, subject to approval by MEPE and/or the relevant Governmental Authority.

iii. Related Projects

a) Steel Plant Extension and Steel Plant Substation for Nabuaing

The Ministry of Industry of Myanmar is currently extending the steel plant including the extension of the steel plant substation. The steel plant currently imports around 45 MW from the System and when complete will import around 200 MW. The building in which the Seller will supply the SCADA panel is to be located in the steel plant substation, which is located approximately 30 km from the Facility.

b) Transmission Lines

MEPE is in the process of designing and installing new 230 kV transmission lines and a SCADA system to the steel plant substation. This work will be carried out in parallel with the construction of the Facility and is scheduled to be complete by [•]. The current 230 kV transmission line from the Tha Pye Wa substation will be relocated to a new bay, and the bay currently in use by this single circuit transmission line will be made available to the Project. This bay is scheduled to be available by [•].

E. COMPLIANCE WITH GRID CODE:

(a) Pre-Grid Code

(i) Until a Grid Code which applies to the New Transmission Facilities is notified to the Seller by MEPE in accordance with Exhibit K.E.(b), the provisions in this Agreement requiring either Party to comply with the Grid Code in connection with the New Transmission Facilities are to be read as requiring that Party to take any relevant action:

A. in accordance with Good Utility Industry Practice;

B. in a manner which ensures that the New Transmission Facilities and the Facility are able to efficiently provide power to the System in accordance with the terms of this Agreement and the requirements and characteristics of the System;

C. in a manner which will, to the extent within the control of the relevant Party, be sustainable for the entirety of the Term; and

D. in accordance with the operating requirements and practices of the System and the System operator.

(ii) Until a Grid Code which applies to the Facility is notified to the Seller by MEPE in accordance with Exhibit K.E.(b), the provisions in this Agreement requiring either Party to comply with the Grid Code in connection with the Facility are to be read as requiring that Party to take any relevant action:

A. in accordance with Good Utility Industry Practice;

B. in a manner which ensures that the New Transmission Facilities and the Facility are able to efficiently provide power to the System in accordance with the terms of this Agreement and the requirements and characteristics of the System;

C. in a manner which will, to the extent within the control of the relevant Party, be sustainable for the entirety of the Term; and

D. in accordance with the operating requirements and practices of the System and the System operator.

(b) If a Grid Code is put in place by MEPE or any other relevant Governmental Authority which will apply to either or both of the New Transmission Facilities or the Facility:

(i) on and from the date on which that Grid Code takes effect, the provisions in this Agreement requiring MEPE to comply with the Grid Code will be read as requiring MEPE to comply with that Grid Code; and

(ii) MEPE must promptly notify the seller and provide the Seller with a written copy of the Grid Code and on and from the date on which the Seller receives that notice and written copy of the Grid Code, the provisions in this Agreement requiring the Seller to comply with the Grid Code will be read as requiring the Seller to comply with that Grid Code,

in each case, as that Grid Code may be amended from time to time as contemplated in this Agreement.

(c) The Seller must comply with the provisions of the Grid Code in effect throughout the Term, subject to any exemptions or variations from the Grid Code in favour of the Seller approved by MEPE.

(d) MEPE will use reasonable endeavours to notify the Seller in advance of proposed changes by it or the System Operator (if the System Operator is a person other than MEPE) to the Grid Code (including the initial establishment of a Grid Code, if applicable) and the Seller may provide comments to MEPE in regard to any proposed changes. MEPE will give due consideration to any comments provided by the Seller.

(e) Upon receipt of a notice of a change to the Grid Code (including the initial establishment of a Grid Code, if applicable) which does not require modifications to the New Transmission Facilities or the Facility or which does not adversely affect the Facility's operation, the Seller must comply with the change to the Grid Code within 30 days (or any extended period of time specified in the notice). If modifications to the Facility or, if prior to the New Transmission Facilities Handover Date, the New Transmission Facilities are required or the Facility's operation would be adversely affected by a change to the Grid Code, the Seller must as soon as practicable advise MEPE of the anticipated length of time required in order for the Company, acting diligently, to effect compliance with the change. The Seller must take immediate steps to comply with the change (unless otherwise notified in writing by MEPE).

(f) If a change to the Grid Code results in increases or decreases in costs or revenues for the Seller, the provisions of Exhibit K.E.(g) and Section 18 will apply and MEPE will continue to make payments to the Seller in accordance with Exhibit I and Section 6 (Payment for Energy Output) without deductions due to the effect on the Facility's operations of the Seller's adjustment to the Facility or its operation to comply with any changes to the Grid Code.

(g) The Seller must provide MEPE with prompt written notice describing in reasonable detail any circumstances in which the actions that the Company is required to take to comply with a change in the Grid Code will prevent the Company from performing any of its other obligations under this Agreement. The Seller's inability to perform these other obligations in these circumstances will not in and of itself constitute a breach of this Agreement.

F. INSTRUCTIONS:

(a) The Seller must operate the Facility as a fully despatchable facility. Subject to the terms and conditions of this Agreement, MEPE will have the sole right and discretion to schedule and Despatch the generation of electricity from the Facility and the delivery of the electricity into the System. MEPE will Despatch the Facility in a manner that is consistent with:

(i) the needs of the System;

(ii) the Grid Code;

(iii) Good Utility Industry Practice; and

(iv) all applicable Laws and permits.

G. INCONSISTENCIES AND CONFLICTS:

(a) The Schedules, Exhibits and any written supplements attached to this Agreement form an integral part of this Agreement.

(b) Except as otherwise required by Good Utility Industry Practice, and except as is expressly provided in Exhibit K.F, in the event of any inconsistency or conflict between the provisions of this Agreement and the Grid Code, the provisions of the Grid Code will prevail.

(c) In the event of any inconsistency or conflict referred to in paragraph (b) above existing at the Effective Date or arising subsequently, the Parties will, without prejudice to their rights with respect to a change in the Grid Code, seek to negotiate an amendment to this Agreement which removes the inconsistency or conflict. If the Parties cannot agree on an appropriate amendment, the Dispute may be referred for determination under Section 12 of the PPA.

(d) In the event of any inconsistency or conflict between the provisions of this Agreement and other Schedules and Exhibits, the provisions of this Agreement will prevail.

EXHIBIT L

INTERCONNECTION INSPECTION AND TESTING

A. QUALITY ASSURANCE, INSPECTION, COMMISSIONING AND TESTING

i. General

The Seller will be responsible for the development, design, manufacture, transport to site, construction, commissioning, testing, operation and maintenance of the Facility and the design, construction, commissioning, testing and handover of the New Transmission Facilities such that it meets the requirements of this Agreement and other Project Agreements. The Seller will therefore be required to develop, implement and maintain a quality assurance system covering all phases of the Project in accordance with the relevant ISO standards.

The purpose of Interconnection inspection and testing is to verify the internal state of each item of equipment, to keep a record before energization, and to confirm that the Facility will not jeopardize the System.

The Seller shall perform the following tests of the equipment (if any) which are relevant in accordance with this Exhibit L and as per manufacturer's instructions and recommendations and as per the latest applicable standard specification and codes contained in the list below. The Seller shall notify MEPE a minimum of ten (10) Business Days in advance of the scheduled date for each test and MEPE may attend and monitor each test.

In addition, preparation of inspection reports, test record sheets and test reports of the tests specified herein shall be the responsibility of the Seller. The Seller shall submit to MEPE the inspection reports and test reports including all test data, readings, recording, and test forms as listed below:

Standards list:

IEC International Electrotechnical Commission

IEEE Institute of Electrical and Electronics Engineers

ANSI American National Standards Institute Incorporated

NEMA National Electrical Manufacturers Association

AWS American Welding Society

ASME American Society of Mechanical Engineers

ASTM American Society of Testing Materials

ICEA Insulated Cable Engineers Association

ISO International Standardization Organization

The inspection and tests (the "**Tests**") shall be divided into three stages as follows:

- Tests on individual equipment
- Functional tests
- Final tests

ii. Quality Assurance

The system of quality assurance shall be in conformance with ISO 9001 (latest revision). The Seller will be required to prepare a quality assurance manual covering the design, engineering, procurement, construction, operation and maintenance of the Facility in a form reasonably acceptable to MEPE. This shall be presented to MEPE, as appropriate, at least sixty (60) days prior to the Phase 1 Commercial Operation Date. MEPE will have the right to raise comments on the manual. MEPE will review quality plans and agree with the Seller a program of verifications, inspections and audits to be carried out by MEPE or its representatives, independent of the Seller's own monitoring activities. All non-conformities raised by MEPE are to be resolved prior to the Phase 1 Commercial Operation Date. All quality assurance/ quality control documentation is to be kept up-to-date by the Seller and available for inspection on-site by MEPE during normal business hours.

iii. Third Party Certification

The Seller will be required to arrange for an independent third party insurance classification organization to certify that the design, materials and construction of the equipment in the scope comply with statutory requirements and applicable insurance requirements.

iv. Testing

The interconnection of the Facility shall be tested in accordance with the standards for the Seller's quality plans and testing procedures as approved by MEPE.

The Seller in consultation with MEPE will be required to develop a protocol for the Tests. The protocol will reflect the minimum requirements and will define the documentation, Test details, timing, etc.

The Seller will be required to comply with the testing requirements specified below with respect to the specified Test.

Functional Tests

After complete erection of all relevant equipment and control systems including completion of individual tests, the Seller shall carry out the functional tests according as the following:

i. Remote manual control for all remote manual functions of each equipment which has this requirement including interlocking operation (if any).

ii. Sequence operation control of all relay contacts to actuate associated equipment by means of secondary injection test.

iii. Operation of synchronizing circuit.

iv. Voltage regulating operation

v. Protective operation of DC source.

vi. Operation of annunciators and alarms.

vii. Operation of lamp test circuit.

viii. Communication System.

Final Tests

After all individual and functional tests have been completed and after all relevant equipment has been readied for operation, the Seller shall perform the following final tests. The Seller shall be responsible for measurements and recording of all final test data for submission to MEPE.

i. Transmission Line Energizing -- Final Tests Required

ii. Verify all high voltage bus safety grounds have been removed.

iii. Verify current transformer shorting bars have been removed.

iv. Verify transmission line power circuit breakers' operating pressure is normal.

v. Verify generator step-up transformer circuit breakers are in the open position.

vi. Insulation measurements of all switchyard equipment from the Seller's take-off structure to the open generator step-up transformer circuit breakers.

vii. Verify all portions of the transmission line protective relay system are complete and functional at both the Seller and MEPE ends.

viii. Close both transmission line breakers to energize Seller's switchyard for a minimum of ten (10) minutes. Verify PT voltage ratios, CT polarity and ratios at junction box secondary points.

ix. Open both transmission line breakers and repeat all insulation tests

B. DOCUMENTS TO BE SUBMITTED TO MEPE

The Seller is required to submit to MEPE any information, drawings and documents that may reasonably be required by MEPE to understand the design, construction, operation and maintenance of the Project. The following describes the minimum scope of information, documents and drawings to be submitted to MEPE by the Seller but does not provide for an exhaustive list of documents.

The Seller shall provide sufficient paper and electronic files of all reasonably requested documentation to enable MEPE to circulate the same to its contractors, consultants and other concerned authorities.

The description and specifications of the electrical protective devices to be incorporated in the Facility in order to protect the Facility, the 230 kV MEPE Substation and the transmission line, metering system and interconnection points are of particular importance and require the approval of MEPE prior to incorporation into the design of the Facility.

As a minimum, the following documents shall be submitted to MEPE:

i. monthly construction progress reports no later than ten (10) Business Days after the last day of each calendar month. The table of contents of the monthly progress report shall be agreed with MEPE but shall include a status report on permitting/consents and an updated project construction schedule.

ii. Other technical progress reports prepared by the independent engineer or other technical advisers of the Financing Parties.

iii. General arrangement and layout drawings.

iv. Drawings and documents required for permitting, certifying and/or licensing of the Facility and copies of all correspondence between the Seller and Governmental Authorities.

v. A detailed Project schedule relating to engineering, procurement, construction and testing of the Facility, including the timelines for permitting and consents.

vi. Performance test procedures and testing reports as specified in subparagraph L.A.iv of this Exhibit L.

vii. Approved EIA.

viii. All documents required to be provided by the Seller to MEPE under the various Project Agreements.

ix. All studies, executed by the Seller to demonstrate that the entire Facility will perform according to the requirements of this Agreement and related agreements, including:

a) Load flow calculations for full determination of the voltage profile of the adjacent System area, reactive power and transformer control requirements as well as the determination of equipment ratings in the event of outages and faults.

b) Static and transient short circuit calculations considering symmetrical and asymmetrical faults, for the determination of equipment ratings, earthing requirements, fault voltages and currents as well as equivalent connection point impedance.

c) Earthing system calculation.

d) Protection relay setting study.

e) Transient simulations in order to:

(i) determine the critical fault clearing times under various loading and operation conditions; and

(ii) verify the Facility performance requirements with respect to active power control as well as voltage control under the most relevant contingencies;

(iii) Any transient stability calculation data shall be presented in IEEE format.

f) Calculation of electromagnetic transients with respect to isolation requirements and SSR aspects (if deemed to be required).

g) Determination of harmonic currents injected to the 230 kV Interconnection including verification of the voltage waveform characteristics at the 230 kV Interconnection.

One copy of all documentation relating to the design, construction, operation and maintenance of the Facility, including as-built drawings, operation and maintenance manuals etc. shall be retained on the Facility Site for the term of the PPA for the use of MEPE.

EXHIBIT M

METERING, SCADA AND COMMUNICATION SYSTEM

Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Agreement to which this Exhibit M (Metering, SCADA and Communication System) is attached.

1. SCADA SYSTEM

The Facility will utilize a SCADA system to transmit information to an interface cubicle located at the Myingyan 230 kV substation control room. The Seller will liaise with MEPE regarding interface and communication requirements of the SCADA system.

Using a SCADA system, the Facility shall provide at a minimum the following:

(i) Generator LV breaker status
(ii) Generator HV breaker status
(iii) Generator transformer tap changer position
(iv) All received metering data
(v) Power flow in MW
(vi) Reactive power flow in MVA
(vii) Voltage in kV
(viii) Frequency in Hz
(ix) Power factor
(x) Number of inverter units
(xi) Load on each inverter unit
(xii) Other Facility information that MEPE may reasonably request.

EXHIBIT N

TRANSFER PROCEDURE

A. DEFINITIONS

i. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings given to them in the Power Purchase Agreement to which this Exhibit N (Transfer Procedure) is attached (the "**Agreement**").

ii. When used herein, the defined terms set forth below shall have the following meanings:

Employment Offer has the meaning given to it in paragraph D(vi)(a) of this Exhibit N (Transfer Procedure).

Facility and **Facility Site** each have the meaning given to them in the Agreement except that for the purposes of this Exhibit N (Transfer Procedure), if the Transfer Date occurs prior to the New Transmission Facilities Handover Date, the term:

a) **Facility** shall also include:

(i) the New Transmission Facilities; and

(ii) all of the Seller's interest in any lease agreement to the extent any land which constitutes the Facility Site is leased thereunder, and all buildings and fixtures located thereon; and

b) Facility Site shall also include:

(i) the New Transmission Facilities Site; and

(ii) all of the Seller's interest in any lease agreement relating to the New Transmission Facilities Site.

Outstanding Work has the meaning given to it in paragraph D.4(e)(iii) of this Exhibit N (Transfer Procedure).

Transfer Date means the date of the completion of the transfer of the Facility by the Seller to MEPE in accordance with this Exhibit N (Transfer Procedure), which shall be:

(i) if the Agreement is terminated by either the Seller or MEPE pursuant to Section 10.1 or 10.2, Section 12.5 or Exhibit H of the Agreement, the date which is notified to the Defaulting Party by the other Party; provided that a written notice will be issued by the Non-Defaulting Party to the Defaulting Party within 30 days of

receiving the relevant Termination Notice from the Non-Defaulting Party, provided that such date must be no earlier than the date which is 7 days after the date of that notice and no later than 45 days after the relevant Termination Date;

Transfer Inspection has the meaning given to it in paragraph D(iv)(a) of this Exhibit N (Transfer Procedure).

Transfer Notice has the meaning given to it in paragraph C(ii)(iv) of this Exhibit N (Transfer Procedure).

Transfer Period means the period of time:

a) commencing on the date on which the Transfer Procedure Manual is finalized pursuant to paragraph 3.3 below; and

b) ending on the Transfer Date.

Transfer Procedure Manual has the meaning given to it in paragraph C of this Exhibit N (Transfer Procedure).

Transfer Requirements means the requirements set out in paragraph E of this Exhibit N (Transfer Procedure).

B. TRANSFER PROCEDURE

i. If the Seller is required, under Exhibit H (Consequences of Termination) of the Agreement, to transfer the Facility to MEPE or a subsequent operator due to the early termination of the Agreement pursuant to Section 10.1 and 10.2, 13.5 or 13.6 of the Agreement then the Seller shall fully comply with this Exhibit N (Transfer Procedure).

C. TRANSFER PROCEDURE MANUAL

i. The Seller shall develop and submit to MEPE prior to the transfer of the Facility to MEPE:

a) a draft transfer procedure manual (the Transfer Procedure Manual) with respect to all matters associated with and required for the effective handover of the Facility to MEPE (or a subsequent operator nominated by MEPE), including in particular:

(i) the training of relevant personnel in the operation and maintenance of the Facility;

(ii) the updating and handover of all operation and maintenance records and manuals and all relevant technical books and journals;

(iii) the updating and handover of all databases and other computerized records relevant to the operation and maintenance of the Facility and its operation and maintenance history;

(iv) the novation by the Seller of all supply, maintenance and services contracts relevant to the operation and maintenance of the Facility;

(v) the transfer, or other means of making available, all relevant software licenses and other intellectual property rights necessary for the operation and maintenance of the Facility;

(vi) the transfer of all operating licenses, works approvals and other licenses and permits necessary for the operation and maintenance of the Facility;

(vii) the transition of insurable risks to coordinate insurance coverage for the Facility;

(viii) the obtaining of any necessary third party consents to the transfer of the Facility;

(ix) the demobilization of the Seller's personnel; and

(x) any other matters associated with and required for compliance with the requirements set out in this Exhibit N (Transfer Procedure);

b) a proposed schedule of meetings with, and inspections by, MEPE (and any proposed subsequent operator and/or advisor of MEPE) to ensure that the transfer of the Facility occurs on the Transfer Date and otherwise in accordance with the requirements set out in this Exhibit N (Transfer Procedure); and

c) registers of:

(i) all supply, maintenance and services contracts relevant to the operation and maintenance of the Facility;

(ii) the personnel employed by the Seller to operate and maintain the Facility;

(iii) all spare parts that are the property of the Seller and associated with the Facility as well as a schedule of those required for the continued operation and maintenance (including all scheduled maintenance) of the Facility for the 12 month period following the Transfer Date;

(iv) all consumables, chemicals and other materials required in connection with the operation of the Facility for the 3 month period following the Transfer Date; and

(v) all other assets and equipment that are the property of the Seller and associated with the Facility, whether held on the Facility Site or in offsite locations.

ii. MEPE must no later than 30 Business Days after receipt of:

a) the draft Transfer Procedure Manual, notify the Seller of any amendments that it requires to the draft manual;

b) a proposed schedule of meetings and inspections, notify the Seller of any amendments that it requires to such schedule;

c) the register of supply, maintenance and services contracts, notify the Seller whether MEPE requires the Seller to terminate the relevant contract(s) or assign, novate or otherwise transfer the relevant contract(s) to MEPE (or a subsequent operator nominated by MEPE); and

d) the registers of spare parts, consumables, chemicals and other materials and other assets and equipment, notify the Seller of:

(i) the spare parts that MEPE requires the Seller to remove from the Facility Site and the spare parts and other equipment that MEPE requires the Seller to transfer to MEPE (or a subsequent operator nominated by MEPE) on the Transfer Date;

(ii) amendments that MEPE requires to the such register setting out the spare parts required for the continued operation and maintenance (including all scheduled maintenance) of the Facility for the 12 month period following the Transfer Date;

(iii) amendments that MEPE requires to such register setting out the consumables, chemicals and other materials required in connection with the operation of the Facility for the 3 month period following the Transfer Date; and

(iv) the other assets and equipment that MEPE requires the Seller to remove from the Facility Site and the other assets and equipment the property of the Seller that MEPE requires the Seller to transfer to MEPE (or a subsequent operator nominated by MEPE) on the Transfer Date,

(the notice issued by MEPE addressing the matters set out in paragraphs (a) to (d) above, the **"Transfer Notice"**).

iii. The Seller must no later than 30 Business Days after receiving the Transfer Notice from MEPE finalize the Transfer Procedure Manual by amending the draft Transfer Procedure Manual to take account of the amendments required by the Transfer

Notice. The amended Transfer Procedure Manual will be the final Transfer Procedure Manual.

iv. The Seller and MEPE must comply with the Transfer Procedure Manual in connection with the transfer of Seller's right, title and interest in the Facility.

D. TRANSFER PERIOD

i. Mutual Co-operation

During the Transfer Period, the Seller shall co-operate fully with MEPE and any subsequent operator nominated by MEPE as required by the Agreement or otherwise reasonably required by MEPE to support the effective handover of the Facility to MEPE (or a subsequent operator nominated by MEPE) in accordance with this Exhibit N (Transfer Procedure).

ii. MEPE Personnel

a) During the Transfer Period:

(i) MEPE is permitted (by written notice to the Seller) to locate personnel (including employees, advisors, potential subsequent operators and/or other contractors) within the Facility for the purposes of:

1. auditing and inspecting the Facility and the operations and maintenance activities of the Seller;

2. witnessing any testing undertaken by the Seller or otherwise with respect to the Facility; and/or

3. any other requirements set out in the Transfer Procedure Manual (including training activities and observing any Outstanding Work required to be carried out by the Seller);

(ii) the Seller shall provide safety training to any such MEPE personnel (including on the safety procedures instituted by the Seller with respect to the Facility) and MEPE shall use its reasonable efforts to ensure that such MEPE personnel comply with those safety procedures; and

(iii) MEPE will be responsible for the insurance of any MEPE personnel that MEPE locates within the Facility.

b) The Seller shall provide on-site operation and maintenance training to MEPE (or a subsequent operator nominated by MEPE) during the Transfer Period. All such on-site training shall be provided by experienced training

and Facility operation professionals and shall be provided in accordance with the Transfer Procedure Manual.

iii. Inventory

During the Transfer Period:

a) except as set forth in the Transfer Notice, the Seller shall not remove from the Facility Site any spare parts, consumables, other materials or other assets and equipment that are the property of the Seller and required for the continued operation and maintenance of the Facility or otherwise associated with the Facility;

b) except as set forth in the Transfer Notice, all spare parts, consumables, other materials or other assets and equipment, held in off-site locations, that are the property of the Seller and are required for the continued operation and maintenance of the Facility or otherwise associated with the Facility, shall be moved within the Facility Site;

c) the register prepared and submitted to MEPE under paragraphs C.i.(c) of this Exhibit N, shall be updated and reissued to account for any spare parts, consumables, chemicals, other materials or other assets and equipment used or added after the date such register is prepared; and

d) the Seller shall not sell or otherwise dispose of spare parts, consumables, other materials or other assets and equipment that are the property of the Seller and required for the continued operation and maintenance of the Facility or otherwise associated with the Facility, other than any spare parts, consumables, other materials or other assets and equipment that are not to be conveyed to MEPE as specified in the Transfer Notice, without the prior written approval of MEPE.

iv. Inspection

a) At any time during the Transfer Period, MEPE shall, at its own cost and expense, be entitled to carry out (either itself or by way of a third party nominee) a single transfer inspection (a "**Transfer Inspection**") to assess whether the Facility:

(i) is safe, sound and operable and has been and is being efficiently operated and maintained by the Seller in accordance with its obligations under the Agreement;

(ii) satisfies the Transfer Requirements; and/or

(iii) has a productive remaining useful life.

b) MEPE shall be entitled to require the Seller to jointly participate in any Transfer Inspection that it (or a third party nominee of MEPE) carries out.

c) MEPE shall give the Seller at least 21 days' advance notice in writing of the date on which it will commence a Transfer Inspection and whether or not it requires the Seller to jointly participate in such inspection, other than any spare parts, consumables, other materials or other assets and equipment that are not to be conveyed to MEPE as specified in the Transfer Notice;. The Seller shall:

(i) participate in any Transfer Inspection that MEPE requires it to participate in; and

(ii) be entitled to participate in any Transfer Inspection that MEPE does not require it to participate in provided that the Seller notifies MEPE of its desire to participate in the relevant Transfer Inspection no later than 7 days prior to the date of the Inspection Transfer.

d) Where MEPE (or a third party nominee of MEPE) carries out a Transfer Inspection, MEPE shall use its reasonable efforts to minimize any disruption to the Seller's performance of its obligations under the Agreement. The Seller shall afford MEPE or any third party nominee of MEPE all reasonable assistance required during the carrying out of the relevant inspection.

e) If, following a Transfer Inspection, MEPE reasonably determines that:

(i) the Facility does not satisfy the Transfer Requirements; and/or

(ii) the Seller has not complied with or is not complying with any of its obligations under the Agreement with respect to the operation and maintenance of the Facility,

then MEPE will:

(iii) notify the Seller of the work required to ensure that the Facility:

1. is safe, sound and operable; and

2. is brought up to the standards required by the Transfer Requirements, (the "**Outstanding Work**");

and

(iv) in the notice referenced in clause (iii) above, specify a reasonable period of time within which the Seller must carry out the Outstanding Work.

f) The Seller shall carry out the Outstanding Work within the period specified and any costs that the Seller incurs in carrying out such Outstanding Work shall be borne by the Seller.

v. **Maintenance , Spare Parts and Consumables**

a) Prior to the Transfer Date, the Seller shall demonstrate to MEPE by means of records and, where possible, visual examination (for such purposes, the Transfer Inspection shall constitute such visual inspection) that all scheduled maintenance has taken place in accordance with the Agreement and the instructions and/or guidelines of the manufacturers or suppliers of equipment comprising the Facility.

b) The Seller shall prior to the Transfer Date, to the extent not then existing as property of the Seller:

(i) procure all spare parts set out in the Transfer Notice as those required in connection with the maintenance activities which are scheduled with respect to the Facility for the 12 month period following the Transfer Date; and

(ii) procure all consumables, and other materials set out in the Transfer Notice as those required in connection with the operation of the Facility for the 3 month period following the Transfer Date.

vi. **Seller employees**

a) **Offers**

MEPE (or the subsequent operator nominated by MEPE) may, at any time during the Transfer Period by giving the Seller at least 20 Business Days' notice in writing (but in no event later than twenty (20) Business Days prior to the Transfer Date), make an offer of employment (an "**Employment Offer**") to any personnel of the Seller (as set out in the register of personnel submitted by the Seller pursuant to paragraph 3.1(c)(ii) above) as it elects in its discretion, on MEPE's (or its nominee's) terms and conditions.

b) **Consultation and co-operation**

(i) The Seller and MEPE must each:

1. consult and cooperate with the other during the course of negotiations with any personnel of the Seller with respect to whom an Employment Offer has been made; and

2. use reasonable efforts to persuade all such personnel to accept such Employment Offers (provided that such terms of

a person's Employment Offer are no less favorable than the relevant person's then-current terms of employment).

(ii) The Seller must release from his or her employment, or obtain the release from his or her employment of any personnel of the Seller who accepts an Employment Offer, such release to be effective on Transfer Date.

E. CONDITION AT TRANSFER DATE

i. Testing

a) The Seller shall, no later than 2 months prior to the Transfer Date, undertake a test of the Contracted Capacity.

a) MEPE shall be entitled to attend and monitor or witness the Net Contracted Capacity Test and the Seller shall bear the costs and expenses of such Net Contracted Capacity Test (including any costs and expenses of MEPE attending and monitoring or observing any such Contracted Capacity Test).

b) The Seller shall give MEPE at least 30 days' advance notice in writing of the date on which it will undertake the Contracted Capacity Test.

i. Condition of the Facility on the Transfer Date

a) On the Transfer Date:

(i) the Facility shall:

A. be safe, sound and operable and in a condition of repair, cleanliness and appearance that is consistent with Good Utility Industry Practice;

B. be capable of operation in full compliance with all Laws, including any Laws relating to the environment; and

C. be able to deliver electricity to the Interconnection;

(ii) the Facility Site shall be free from contamination and the Seller shall have undertaken all remediation work required with respect to the Facility Site, including:

A. with respect to all environmental waste and hazardous conditions;

B. to ensure that the Seller has fully complied with Section 22(e) of the Agreement; and

C. to ensure that the Facility Site is in compliance with the standards set out in Section 22(a) of the Agreement; and

(iii) the Seller shall provide MEPE with a written summary of the condition of the Facility, including a complete listing of:

1. any and all conditions that do, or could reasonably be expected to impair the safe operation of the Facility or materially interfere with maximum power production from the Facility; and

2. any other characteristics of the Facility that do not comply with the Transfer Requirements.

b) The Seller represents and warrants that there are no other conditions at or characteristics of the Facility that:

(i) do or could reasonably be expected to impair the safe operation of the Facility or materially adversely affect the performance of the Facility; and/or

(ii) do not comply with the Transfer Requirements.

c) In addition to the requirements set out in paragraph E.ii (a) above, the Seller shall ensure that:

(i) all buildings and structures within the Facility Site shall be free from rain damage and shall have been painted internally and externally on or after the date which is 3 years before the Transfer Date;

(ii) all metallic surfaces within the Facility Site, except stainless steel and galvanized steel, shall have been painted on or after the date which is 5 years before the Transfer Date;

(iii) the Facility Site shall be free from flora except that planted by the Seller;

(iv) all waste material shall have been removed from the Facility Site, and the Facility Site and the facilities within the Site shall be clean;

(v) all Seller vehicles, lifting equipment and workshop machinery shall have been serviced on or after the date which is 12 months before the Transfer Date; and

(vi) all fire protection and detection systems shall have been inspected and serviced on or after the date which is 6 months before the Transfer Date;

F. TRANSFER DATE

i. Transfer

a) The transfer of the Facility:

(i) must, in the event that the Seller is required, under Exhibit H (Consequences of Termination) of the Agreement, to transfer the Facility to MEPE or a subsequent operator due to the early termination of the Agreement pursuant to Section 10.1, Section 10.2, or Section 13.6 of the Agreement, take place in accordance with the provisions of this Section F of this Exhibit N (Transfer Procedure); provided that, for the avoidance of doubt, in this case the Seller shall not be required to ensure that the Facility complies with the Transfer Requirements; and

(ii) will be effective on and from the applicable Transfer Date.

b) MEPE will be entitled to possession and control of the Facility on and from the Transfer Date.

c) Subject to the Agreement:

(i) the Seller will be responsible for all costs and expenses (including any Taxes) arising in connection with or attributable to the Facility to the extent such costs and expenses relate to:

1. the period up to and including the Transfer Date; and/or

2. the transfer of the Facility in accordance with the provisions of this Exhibit N (Transfer Procedure); and

(ii) MEPE will be responsible for all costs and expenses arising in connection with or attributable to the Facility to the extent such costs and expenses relate to the period after the Transfer Date.

d) On the Transfer Date:

(i) the Seller must deliver to MEPE:

1. agreements and instruments evidencing the transfer of the Facility to MEPE, and such other documents (if any) as are identified in the Transfer Procedure Manual as being necessary to give full effect to the transfer of title to the Facility, duly signed by the Seller; and

2. all certificates, registrations, licenses, documents of title and other instruments evidencing the ownership of the Facility; and

(ii) the Seller must remove its personnel, subject to any accepted Employment Offers, and any equipment not identified to be transferred to MEPE, as specified in the Transfer Notice, and other provided vacant possession of the Facility to MEPE.

e) The Seller must ensure that, with effect from the Transfer Date, the Facility is free and clear of all liens and encumbrances and other third party interests arising by, through or under the Seller and the Seller indemnifies and will hold MEPE harmless against any loss, cost, damage or other liability incurred by MEPE as a result of the failure of the Seller to transfer title to the Facility free and clear of all liens and encumbrances and other third party interests arising by, through or under the Seller.

f) On and after the Transfer Date, the Seller and MEPE will execute such documents and do such acts and things, in addition to those specifically contemplated in the Transfer Procedure Manual, as may reasonably be required by the other Party to effect the transfer of the Facility, provided that each Party will be responsible for its own costs and expenses in complying with this paragraph F.i(f).

ii. Outstanding matters

At least 20 Business Days prior to the Transfer Date, the Seller shall provide to MEPE:

a) a list of all of its suppliers and contractors (including under the supply, maintenance and services contracts that it has in place with respect to the operation and maintenance of the Facility) and agencies with which it is in contact, including full address and contact details.

b) written evidence that:

(i) it has been in contact with all such suppliers, contractors and agencies to advise them of the transfer of the Facility to MEPE;

(ii) all payments due from the Seller to any such supplier, contractor and/or agency have been made; and

(iii) there are no existing or anticipated disputes between the Seller and any such supplier, contractor or agency; and

c) if the Seller is not able to provide written evidence confirming the matters set out in paragraph F.ii(b) above, full details of any matter that prevents the Seller from doing so (together with any further information reasonably required by MEPE in connection with that matter).

G. SURVIVAL

The provisions of this Exhibit N (Transfer Procedure) survive termination of the Agreement.

H. DISPUTE

Any dispute, claim, difference or controversy arising out of, relating to or having a connection with the compliance by the Parties with this Exhibit N (Transfer Procedure) shall be resolved in accordance with Section 12 of the Agreement.

EXHIBIT O[22]

TESTING PROCEDURE FOR FACILITY

PV Array Design and Installation	
DC system designed, specified and installed to the requirements of IEC 60364 in general and IEC 60364-7-712 in particular.	The entire system including DC side, AC side, Earthing, Lightning Arrestor, Protection, Cable sizing has been calculated, designed, verified, specified and installed considering all the maximum operational conditions and other external influences as per the IEC 60364-7-712 standards.
DC components rated for continuous DC operation.	All the components have been selected to with stand the continuous rated voltage, current and other electrical parameters and deployed as per the IEC 60364-7-712 standards.
DC components rated for current and voltage maxima (Voc stc corrected for local temperature range and module type; current at Isc stc × 1,25 - IEC 60364-7-712.433:2002).	According to IEC 60364-7-712.433:2002, all the DC components have been rated to with stand the maximum possible voltage, Current, Temperature at different site conditions(Robustness).
Protection by use of class II or equivalent insulation adopted on the DC side -yes/no (class II preferred-).	According to IEC 60364-7-712, All the components, wires, isolator, protective devices, and other accessories have been selected such all those have double insulation or equivalent insulation type to ensure the safety and system performance.
PV string cables, PV array cables and PV DC main cables have been selected and erected so as to minimize the risk of earth faults and short-circuits (IEC 60364-7-712.522.8.1:2002).	All the cables deployed in PV system have been selected and erected with proper insulation and other protective devices to minimize the risk of earth faults and short circuits according to (IEC 60364-7-712.522.8.1:2002)
Wiring systems have been selected and erected to withstand the expected external influences such as wind, ice formation, temperature and solar radiation (IEC 60364-7- 712.522.8.3:2002).	According to IEC 60364-7-712.522:2002, all the DC components have been rated to with stand the maximum possible external influences like Temperature, Wind, Ice formation, Solar radiation, Humidity, Air pressure, Altitude, etc. at different site conditions(Robustness).

[22] Loeb & Loeb has not reviewed this Exhibit given its pure technical nature.

Systems without string over-current protective devices: String cables sized to accommodate the maximum combined fault current from parallel strings (IEC 60364-7-712.433:2002).	All the cables have been rated with appropriate size to with stand maximum possible overload current considering STC conditions as per the (IEC 60364-7- 712.433:2002).
Systems with string over-current protective devices: over-current protective devices are correctly specified to local codes or to the PV module manufacturer's instructions – to NOTE of IEC 60364-7-712.433.2:2002.	All the cables have been rated with appropriate size to with stand maximum possible overload current at STC condition and external overload protective devices also deployed as per the (IEC 60364-7- 712.433:2002).
DC switch disconnector fitted to the DC side of the inverter (IEC 60364-7-712.536.2.2.5:2002).	As per the design DC switch and other protective devices have been rated and installed to ensure the safety and switching operation. Also warning stickers also pasted according to IEC 60364-7-712.536.2.2.5:2002.
If blocking diodes are fitted, verify that their reverse voltage rating is at least 2 × Voc stc of the PV string in which they are fitted (IEC 60364-7-712.512.1.1:2002).	All the blocking diode installed in DC side have been rated to 2 times of open circuit voltage of the string according to IEC 60364-7-712.512.1.1:2002
If one of the DC conductors is connected to earth, verify that there is at least simple separation between the AC and DC sides and that earth connections have been constructed so as to avoid corrosion (IEC 60364-7-712.312.2:2002).	All the necessary DC components are earthed properly and separate from AC side without any link between them. Also all the components in the earthing have been made of corrosion free material according to IEC 60364-7-712.312.2:2002.

PV System - Protection Against Over Voltage / Electric Shock	
If an RCD is installed and the PV inverter is without at least simple separation between the AC side and the DC side: is the RCD of type B 60755 (IEC 60364-7-712.413.1.1.1.2:2002 and Figure 712.1).	RCD of type B has been installed to monitor the residual leakage current and switch off the according to IEC 60755 (IEC 60364-7-712.413.1.1.1.2:2002 and Figure 712.1), to ensure the system protection and safety.
Area of all wiring loops has been kept as small as possible (IEC 60364-7-712.444.4:2002).	All the wires and cables are routed such that the cross sectional area is as minimum as possible to minimize the risk of unwanted induction.
Array frame equipotential bonding has been installed (to local codes).	All the panels and different earthing points from the array frame have been equipotentially bonded.

Where installed, equipotential bonding conductors are laid parallel to and bundled with the DC cables.	All the bonding cables were laid, combined and earthed properly as per the standard requirements.

PV System - AC Circuit Special Considerations	
Means of isolating the inverter have been provided on the AC side.	In PV System AC side, Isolation has been provided as per standard requirements.
Isolation and switching devices have been connected such that PV installation is wired to the "load" side and the public supply to the "source" Side (IEC 60364-7-712.536.2.2.1:2002).	Between the inverter to load and Public grid, the wiring has been done through the properly rated isolator/switch as per the IEC 60364-7-712.536.2.2.1:2002.
Inverter protection settings are programmed to local regulations.	The inverter have been programmed such that it can protect it from all kind of fault and malfunctions and also to ensure the safety as per standard requirements.
Inverter visual inspection test	Visual inspection test should be performed on the whole inverter system.
Inverter cable connection test	Cable connection tests should be run for the whole inverter system to make sure that there are not any cable connection problems.
Inverter parameter settings check	Inverter parameters settings should be checked to make sure the inverter is running within the optimal parameters.
Inverter islanding protection by turning off AC side breaker	Islanding protection should be tested by turning off AC side breaker and making sure that the grid is not supplying the electricity through the closed AC breaker.
Inverter Front Panel display check	The Front Panel display of the inverter should be checked to make sure they are showing correct data.
Inverter insulation test	Tests should be run on the inverter, to make sure that it is properly insulated.
Solar PV Module visual inspection test	Visual inspection test should be performed on Solar PV modules to make sure that they are no visible issues.

Solar PV Module cable connections test	Cable connections tests should be run on the Solar PV Modules to make sure there aren't any lose connections or cable problem.
Solar PV Module Earthing inspection	Earthing/Grounding inspection should be carried out for the PV modules for safety of the system.
Junction Box/Combiner Box visual inspection test	Junction Box/Combiner Box should be visually inspected to make sure there are no visible faults.
Junction Box/Combiner Box connection test	Junction Boxes should be tested on the wire connections to make sure that it is working properly.
Junction Box/Combiner Box current measurement	The current should be measured at the Junction Box to make sure the whole system is running on correct current.
Junction Box/Combiner Box voltage measurement	Voltage should be measured at the Junction Box to make sure its running at the required system voltage.
Module String level visual inspection test	A visual inspection should be done on the module string to ensure there are no visible faults.
Module String level connections test	Connection tests should be performed on the module string to ensure connectivity.
Module String level string continuity test	A module string level continuity test should be performed to ensure continuity.
Cables visual inspection test	Cables should be visually inspected to make sure there are no visible faults.
Cables continuity test	Continuity test should be run on cables of the whole system to make sure that the connections are fully installed.
Cables IR test	Insulation Resistance tests should be run on the cables to make sure that they are optimally insulated at the system voltage.
Cables connection check	Connection tests should be run for the cables to make sure that they are connected properly.
Cable dressing check	Cable dressing check should be conducted to make sure that the cables are organized and grouped correctly.
Transformers visual inspection test	Transformers should be visually inspected to make sure they are working as intended.

Transformers connections test	Connections tests should be run on the transformers to ensure that all the connecting wires are established correctly.
Transformer vector group test	A vector group test should be done to ensure the HV side come before the LV side.
Transformer earthing test	Transformer earthing/grounding system should be tested for safety.
Transformer Voltage and Current test	Voltage and Current tests should be conducted to make sure they are running at intended Voltage and Current.
HV Switchgear visual inspection test	HV Switchgear should be visually inspected to make sure there are no visible faults, before further tests.
HV Switchgear contact resistance check of bus bar joints	The contact resistance should be checked at HV Switchgears' bus bar connections to ensure for suitable use.
HV Switchgear earthing test	Earthing test for HV switchgear should be conducted for safety.
HV Switchgear proper gasket and door closing	Proper gasket and door closing mechanisms should be checked at HV Switchgear for proper protection.
HV Switchgear energizing AC/DC control supply	This is the energizing of the AC/DC control supply by the HV Switchgear.
HV Switchgear operation check for remote interface	This is the inspection of the remote interface to ensure it can communicate with the HV Switchgear.
HV Switchgear breaker close/open interlock	This is the functionality inspection of the opening and closing interlock of the HV Switchgear.
Battery Charger visual inspection test	Battery chargers should be visually inspected to make sure they are working properly.
Battery Charger connections test	Connections tests should be conducted for the battery charger to make sure it is charging the batteries at optimal rate.
Battery Charger dummy load test	The simulation of a 'dummy' load by the battery charger to ensure functionality.
Battery Charger over-current settings check	To inspect or check on the over-current settings and that they are adjusted to the desired requirements.

Charging voltage test with battery	Charging Voltage should be tested and measured before it is connected to the battery to make sure battery is being charged at the correct voltage.

PV System - Labeling and Identification	
All circuits, protective devices, switches and terminals are suitably labeled.	Sticker with technical details and specifications have been pasted.
All DC junction boxes (PV generator and PV array boxes) carry a warning label indicating that active parts inside the boxes are fed from a PV array and may still be live after isolation from the PV inverter and public supply.	Warning sticker with detailed information have been labeled.
Main AC isolator are clearly labeled.	Sticker with technical details and specifications have been pasted.
Dual supply warning labels are fitted at point of interconnection.	Dual supply warning sticker has been labeled at all the interconnection points.
Single line wiring diagram is displayed on site.	A clear single line diagram has been pasted on the site wherever it is required.
Inverter protection settings and installer details are displayed on site.	All basics troubleshooting details have been displayed with the installer information.
Emergency shutdown procedures are displayed on site.	All emergency procedures/instruction have been displayed at the site.
All signs and labels are suitably affixed and durable.	It has been ensured that all the stickers are durable and corrosion free.

PV System General Installation (Mechanical)	
Ventilation provided behind array to prevent overheating / fire risk.	The PV panels mounting pattern and structural design was done keeping that proper ventilation, accessibility, ease maintenance and also to minimize other hazards.
Array frame and material corrosion proof.	All the structure used for panel mounting have been made with corrosion free material.
Array frame correctly fixed and stable; roof fixings weatherproof.	Array frame have been erected as per the design requirements, to get maximum generation, maximum stability and without any adverse

	effect to the roof or other parts of buildings.
Cable entry weatherproof.	All the cables are properly routed and connected with proper cable glands to provide the weather proof to other equipment.
Structures Visual Inspection Test	The structures of the whole power system should be inspected visually to make sure the structures are in accordance with the drawings.
Check tightness of hardware	Tightness of the hardware should be checked to make sure no hardware is loose or improperly tightened.
Structural Alignment check	The structural alignment check should be conducted to make sure all the structures are aligned as intended.
TC, zinc coating thickness	The thickness of the TC, zinc coating should be inspected to make sure that the coating can withstand corrosion and damage of other sorts.

Approved Third party certifiers include TUV Rheinland and UL

EXHIBIT P

FORM OF CONFIRMATION STATEMENT

Convalt to provide monthly confirmation statement format

EXHIBIT Q

EVIDENCE OF INSURANCE

EXHIBIT R
FORM OF NOVATION AGREEMENT

CONVALT ENERGY



Company Summary

February 2016

Table of Contents

1. Company Details

1.1. Convalt Energy LLC

Convalt Energy LLC ("Convalt") is a directly owned company of the United States based investment firm ACO Investment Group ("ACO"). Convalt Energy as a global diversified renewable Independent Power Producer focusing on emerging frontier markets, specifically where there are imbalances between the supply and demand of power. Convalt is diversified across various types of renewable energy, including solar, wind and hydro whereby the focus is on development, ownership, and operation maintenance of renewable power assets. Within the group, ACO and Convalt are jointly responsible for project level technical solutions and operational management, respectively, and jointly responsible for raising necessary capital.

Convalt has several current projects under development. In conjunction with the Government of Myanmar, Convalt is developing a 360MWp Solar Farm in Mandalay Division of Myanmar.

Other key projects currently reaching mature or final development stage e.g. located in Egypt, where Convalt has been allocated 50MWp solar and 50MWp wind, each under the Egyptian Feed-in-Tariff program as conducted by the Ministry of Electricity and Renewable Energy. In India, Convalt signed a MOU with the Government of Karnataka to develop up to 2,000MW of solar power and up to 1,000MW of hydropower. Besides, Convalt is active in Pakistan, where it has signed initial agreements to develop up to 400MW of renewable power plants.

Among its more nascent projects, Convalt is in the early stages of developing utility scale solar project in Botswana, wind and solar projects in both Vietnam and Tanzania. Convalt is also in the early stage development of utility scale projects in hydro and solar in Malawi.

Along with Convalt operated projects, the company has assisted in the implementation and operation of a 20MW captive solar facility in Tamil Nadu, India. Convalt also operates and maintains a 5kW Solar PV installation for the Ministry of Agriculture and Rural Development in Myanmar.

All of Convalt Energy's activities are designed creation of long-term commitments to renewable energy in selected emerging countries and regions in need of clean energy solutions.

1.1.1. Particulars of the Promoter

- Name: Hari Achuthan – Chairman & CEO
- Citizenship: United States of America
- Office Address: 475 Park Avenue South, 32nd Floor,
  New York, NY 10016, United States
- Phone number: +1.212.683.0400
- Parent Organization: ACO Investment Group
- Ownership: ACO Investment 99.5%
  Teerapat Ratitamkul .5%
- Line of Business: Diversified Independent Power Producer
- Place of Incorporation: Delaware, United States
- Tax ID: 27-4706015

1.2. Project Team and Experience

1.2.1. Management Team

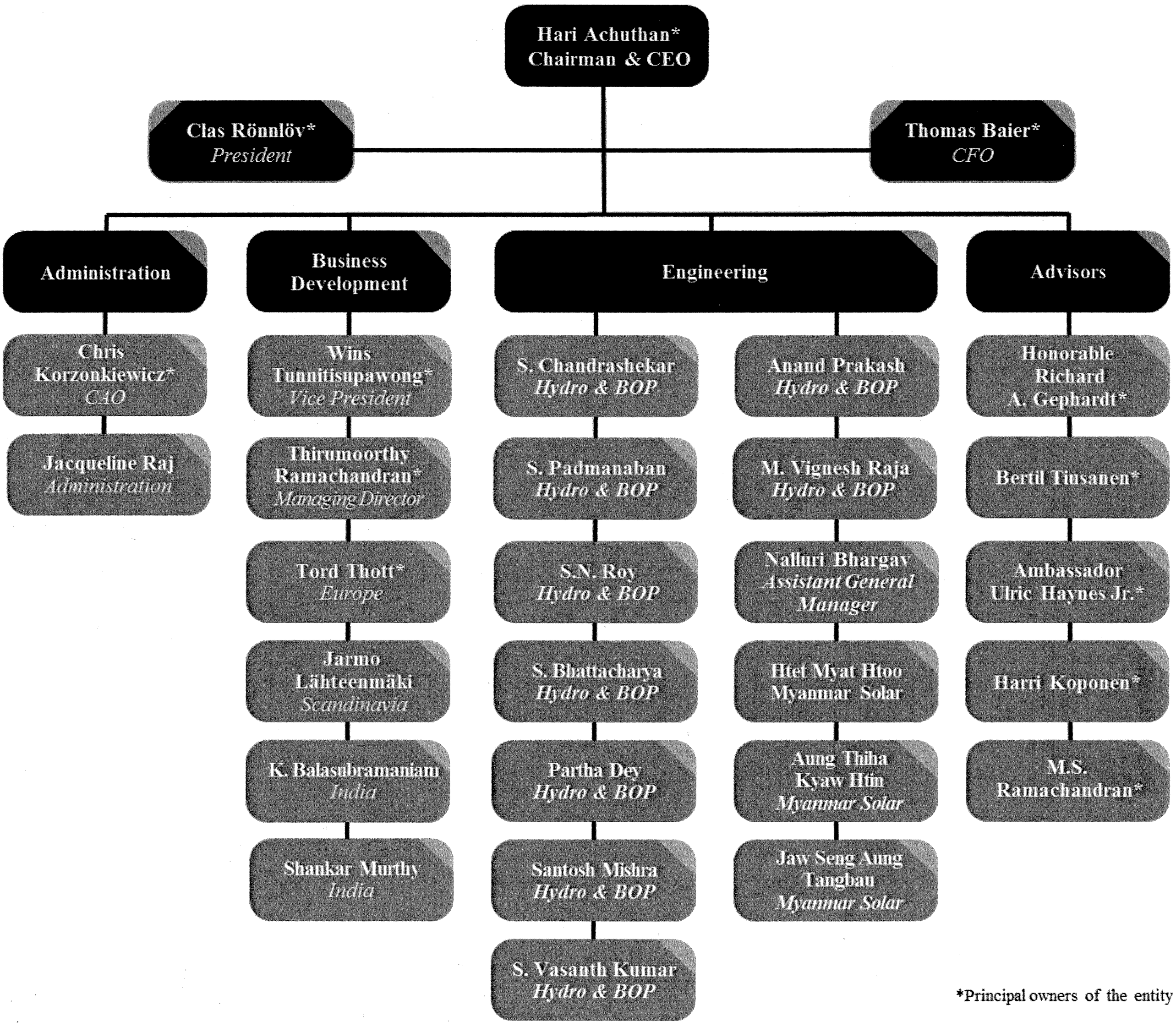
The management team comprises of professionals with direct principal operating experience in target sectors and geographies at prominent multi-national companies.

- Experienced and diverse team with first-class reputation and high integrity
- More than 40 years of cumulative energy operations track record
- More than 30 years of experience in distressed turnarounds

The team members have known and worked with each other since 2006, building the spirit of strong mutual trust with complementary skill set.

- High-level contacts among investors, banks, law firms, government organizations, management teams and operational improvement groups
- Clean energy focus but not limited to solar, hydropower, onshore and offshore wind

1.2.2. Management Team Structure



*Principal owners of the entity

2. Company Profiles

Hari Achuthan, *Chairman and CEO*

Hari Achuthan is the Founder, Chairman and Chief Executive Officer of ACO Investment Group and Convalt Energy. Prior to founding ACO and Convalt, Hari was a Director at Credit Suisse Asset Management in the Alternative Investment group, where he covered hedge fund, real estate and private equity strategies. Prior to this, he worked at Credit Suisse Securities (USA) LLC, where he led the group's global pension strategy and transition management business.

In 2009, Hari was selected as one of the emerging leaders at Credit Suisse Asset Management and named one of the "Rising Stars in Public Pensions" by Money Management Letter. During his tenure at Credit Suisse Securities (USA) LLC, the firm was consistently ranked as a top provider of pension strategies and transition management services.

Hari has a B.S. in Applied Economics from Hofstra University. He has volunteered with the Jacksonville Police Athletic League and is a frequent guest lecturer at Louisiana State University School of Business. Hari has also authored a series of papers on the transition management industry which have been published in Institutional Investor and Pensions & Investments.

Thomas Baier, CFO

Thomas Baier has joined Convalt Energy and its parent company ACO Investment Group as CFO in September 2015. Thomas gathered more than 15 years of international investment banking experience with HVB / UniCredit in Munich and London followed by more than 5 years of international management experience with REC, a publicly listed renewable energy corporate in Singapore and Munich. With prior experiences in implementing Project Finance / Portfolio Management for large transactions, he combines extensive multi sector & renewable energy experience with deep understanding of asset, risk management and due diligence processes. Thomas managed debt portfolios exceeding EUR 500mm which included the banking / guarantor syndicate chair for one of bank's biggest ever project finance underwritings.

Since 2013, he acted as Group Treasurer for REC Solar ASA in Singapore, where he successfully ramped up group functions from a standing start. His task list also included group function for Tax, Insurance and APAC Project Finance. One of his key achievements was the creation of the financing and due diligence structure for a PPA based C&I Solar PV roof top fund in Singapore. Prior to becoming a Group Treasurer, as Global Head of Project Finance, Thomas was member of REC Systems' Management Team which included global cash flow modeling responsibility. In less than 2 years, Thomas managed to successfully complete the M&A sell side and non-recourse debt arranging processes for 4 Solar PV projects across

Europe.

Thomas has a broad network of connections with banks, investors and renewable energy players in Europe and Asia and acted as panelist on various European and Asian investor events. He holds a Munich University Law Degree and a German Certified Bank Clerk Degree.

Clas Ronnlov, *President*

Clas Rönnlov is a Director at ACO Investment Group and the President at Convalt Energy. Clas is a former Citigroup executive who has spent more than 27 years at Citigroup as a senior banker. His experiences include being Citi Country Officer and Managing Director for Citi in Sweden from 2006 – 2014. Clas was also the Citi Corporate Officer and Managing Director with full P&L responsibility, as well as responsible for marketing, risk, compliance and control and overseeing all of Citi's operations in Sweden.

From 2004 – 2014, Clas was head of Banking and responsible for marketing Citi's products to Swedish clients globally while also performing the role of Risk Officer with sign off for all Swedish clients.

Clas was educated at Stockholm University where he completed his degree in Macroeconomics in 1987. Clas was on the board of Swedish Banker's Association from 2008 – 2014, American Chamber of Commerce since 2012, Ivaldi, Ivaldi Master, MSK and Armas since 2012 and GotaTraneberg Ice Hockey Club from 2008 – 2014.

Richard Gephardt, *Senior Advisor and Shareholder*

Richard A. Gephardt is both an equity shareholder of Convalt and advisor of ACO. Mr. Gephardt is also President and CEO of Gephardt Government Affairs. He provides strategic advice to clients on issues before the House, Senate and Executive Branch in the federal government. Mr. Gephardt has brought successful resolution for clients on issues related to negotiations, crisis management, and strategic communications. He represents a broad array of Fortune 100 clients on Capitol Hill and before the Administration, in addition to serving as public spokesperson for clients on coalitions to bring about policy solutions to healthcare reform and climate change.

Mr. Gephardt served for 28 years in the United States House of Representatives from 1976 to 2004. In his role as Leader, Mr. Gephardt emerged as one of the leading strategists of the Democratic Party's platform and chief architect to landmark reforms ranging from healthcare, pensions, education, energy independence and trade policy. He was elected to serve as House Democratic Leader for more than 14 years, as House Majority Leader from 1989 to 1995 and Minority Leader from 1995 to 2003.

Mr. Gephardt was a colleague in the House to 49 currently serving U.S. Senators and members of the

Executive Branch. He enjoys strong bipartisan relationships in the House of Representatives, serves as a trusted advisor to senior officials in the Administration and on Capitol Hill, and has counselled numerous CEOs during negotiations with labour. He has been featured in national publications, including The New York Times, The Wall Street Journal, The Washington Post, National Journal, Roll Call, The Hill and Time.

Thomas Baier, *CFO*

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Thomas has a broad network of connections with banks, investors and renewable energy players in Europe and Asia and acted as panelist on various European and Asian investor events. He holds a Munich University Law Degree and a German Certified Bank Clerk Degree.

Bertil Tiusanen, *Senior Advisor*

Bertil Tiusanen, a senior advisor at ACO is currently a Director General and CEO at Lanekassen, the Norwegian State Education Loan Fund in Oslo, Norway. Mr. Tiusanen also serves on the board of Respect Europe of Sweden AB that offers market-leading services and tools within sustainable development and climate, and in SIVA- The Industrial Development Corporation of Norway. Mr. Tiusanen is also Chairman of the Board in CBRE-Atrium a real estate services company in Norway. Mr. Tiusanen was previously a board member at Statkraft, Europe's largest renewable energy company, served as president and chief executive officer of Protegrity, Inc., a leading provider of privacy solutions and was previously acting

president and chief executive officer of Vattenfall AB, the largest public utility in northern Europe, with assets of more than $10 billion.

From 1990 to 1992, he was senior vice president for finance and a member of the executive board at Procordia AB, a Swedish conglomerate. Before that he was executive vice president and CFO at Pharmacia AB, a leading pharmaceuticals and biotechnology firm. Mr. Tiusanen has served on the boards of several Swedish companies including serving on the board of JM AB, one of the largest construction companies in Sweden, and was previously chairman of JP-Bank. He is a graduate of the Gothenburg School of Economics.

Harri Koponen, *Senior Advisor*

Mr. Harri Koponen is a sector advisor to ACO covering Information Technology, Telecom & Media. Mr. Koponen is a prominent Finnish business leader and an experienced management turn-around specialist with cutting edge experience in the telecommunications industry. He is currently working with Rovio Mobile looking after a physical part of the business at Rovio (Angry Birds), licensing, merchandising, public relations and retail operations.

Mr. Koponen has served as the Chief Executive Officer and President of Tele2 AB from August 18, 2008 to February 18, 2010 and oversaw a period of increased focus on profitability. Mr. Koponen has also served as the Chief Executive Officer, President and General Manager of Wataniya Telecom in Kuwait (now National Mobile Telecommunications Co. (K.S.C.) from 2004 till 2008. Prior to his role at Wataniya Telecom, Mr. Koponen served as the President of TeliaSonera International Operations of Teliasonera AB since October 7, 2003 and served as the Chief Executive Officer and President of Sonera Corporation (former Telecom Finland) from October 1, 2001 to July 1, 2004. Mr. Koponen had also served as its Deputy Chief Executive Officer responsible for the Corporate Unit Marketing, Products and Services at TeliaSonera HQ.

Mr. Koponen held various positions at Hewlett-Packard from 1989 to 1994. Before that, he served as the Chief Planner and an Office Manager at Oy Shell Ab.

Mr. Koponen serves as the Chairman of Tecnotree Oyj, has been a Director of Tecnotree Oyj (formerly, Tecnomen Lifetree Oyj) since 2008 and a Director of Stonesoft Corp., since 2011. He is a member of the Board of AinaComm OyJ (one of the regional operator in Finland) and has been a Member of the Board of Supervisory Directors at Tele2 Netherlands Holding N.V. since May 29, 2009. Mr. Koponen served as a Director of Turkcell Iletisim Hizmetleri AS, as a Director of Sonera Corporation since October 1, 2001 and Digia Oyj since March 3, 2008. He holds an Executive Master of Business Administration degree and a Doctor of Economics h.c. from the University of Jyväskylä. Alexandra.

Christopher Korzonkiewicz, *CAO*

Christopher Korzonkiewicz is the Chief Administrative Officer at ACO Investment Group and Convalt Energy. Prior to joining ACO, Chris was employed at TIG Advisors as a senior trader where he was responsible for the execution of equities, futures, derivatives, commodities, and foreign exchange. He collaborated and co-built a global centralized trading desk and co-designed portfolio software that was applied throughout the firm.

Previously, Chris had worked at the New York Mercantile Exchange trading energy products where he managed an alpha generation strategy in energy futures. From 2006 to 2008, he was a global equity trader for Cotton Hall Asset Management. During the firm's inception, he established and managed the operations and back office. Prior to joining Cotton Hall Asset Management, he was employed by Tiedemann Investment Group which he joined in August 2000. He has vast experience in the global equity markets including arbitrage related deals.

Chris has an MBA in Finance and a B.S. in Accounting from Hofstra University. He played four years of Division I Lacrosse while attending the university. Additionally, he holds a Certificate in Financial Risk Management from New York University. Chris is a dual citizen of both the United States and Switzerland.

Wins Tunnitisupawong, *Vice President*

Wins Tunnitisupawong is a Vice President of Business Development for South East Asia at ACO Investment Group and is a Director of Convalt Energy, a subsidiary of ACO's portfolio company. Wins will be focusing on the business growth and strategies of Convalt Energy within Southeast Asia. Prior to joining ACO Investment Group, Wins held multiple management roles within the energy and electrical distribution sectors with the most recent as General Manager of Rexel Thailand.

Initially starting his career through GE's Commercial Leadership Program in 2002, he went on hold commercial and management positions at GE Industrial Systems, GE Energy, GE Supply and Rexel. Throughout his career Wins specialized in utilizing variable frequency drives, solar and LED lighting technologies to support utilities, architectural engineering firms, oil & gas companies and EPC companies, to maximize energy efficiency for their customers. Wins holds a B.S. in Industrial Engineering from the University of Washington in Seattle, U.S.A and an MBA in International Business from the University of Hawaii at Manoa.

Tord Thott, *Business Development*

Tord Thott is responsible for Business Development at ACO Investment Group and Convalt Energy. Prior to ACO, Tord founded Corfitz Media, a digital strategy and identity firm based in Stockholm.

Tord also was an intern at Volontaire, a Swedish advertising agency. Some of Tord's designs and solutions can be seen in the award winning PR - success Curators of Sweden by Volontaire.

At the age of 16, Tord founded Symbioz SE, which offered solutions for the needs of small to medium sized companies to identify and profile technology installations. Tord graduated from Sunds Sigma Collage of Technology with a focus on Project Management and Technology and Lund University.

Jarmo Lähteenmäki, *Legal Counsel & Business Development*

Jarmo Lähteenmäki is the owner and the Executive Director of Law Office Jarmo Ltd, Helsinki, Finland. The company was founded at the beginning of 2007 and it specializes in international agreement law, environment and climate law, international labor and company law and international code of conducts (UN and ILO).

Prior to setting up a Law Office, Jarmo has accumulated over 20 years of experience in Environment, Health and Safety regulation (EHS), industrial relations and human rights affairs. Jarmo has an active network and connections to Finnish political decision-makers in regional and national level. For ten years (1993-2003) he has been a member of the board of the biggest Finnish pension fund Varma with a balance sheet of €38 billion (2013). In addition Jarmo has been a member of the Finnish labour court for four years alongside with his work. Jarmo is a Licentiate in Law (University of Helsinki) and he has a French-English LL.M Diploma (KUB University of Brussels). Jarmo has a wide business network in Scandinavian countries especially in Norway and he has worked for five years in Brussels and acquired an in depth knowledge on EU law and EU institutions.

Since 2008 Jarmo has been active in South-East Asia and Russia. Jarmo has been a member of the ministerial commercial delegation to Vietnam and has been a member to the first Finnish commerce delegation set up by the Foreign Ministry of Finland to Myanmar after the sanctions were partly lifted by the EU. Jarmo has had challenging projects, in addition to the ones mentioned above, in several fields of action in Uruguay, Argentina, South-Africa, Russia and France.

Thirumoorthy Ramachandran, *Managing Director (Solar & Wind)*

Thirumoorthy Ramachandran is the Managing Director of ACO Investment Group and head of Convalt Energy's India operations. Thiru has over 30 years of experience in the power sector in India. He also serves as a renewable sector advisor for Larsen & Toubro, one of the largest EPC firms in India.

He has sourced more than 15 solar transactions for his previous employer, Sterling & Wilson, a company owned by the Shapoorji Pallonji Group. He has developed an extensive network across India in the power sector and has delivered power solutions for corporate and government entities.

***K. M. Balasubramanium,** Director – India Operations*

K.M. Balasubramaniam, is a Director of Indian operations at ACO Investment Group and Convalt Energy. He is primarily focused on business development along with management responsibilities including sourcing of transactions, client relationship management and government relations.

From his previous experiences, K.M. has had extensive exposure to Infrastructure Industries within India managing, identifying projects and building relationships with Industries and Government Authorities to secure projects for the companies he worked for. His experiences included obtaining the necessary permits and licenses in addition to sourcing transactions.

K.M. has worked for Dodsal Limited, Punj Lloyd Ltd., Olex Pty, Australia and Gammon, His expertise spans across Energy & Power and Oil & Gas sectors. His relationships with Senior Management of Public Sector Undertakings and Central Government departments were critical to the success and thereby appreciated by the management of the companies he worked for.

K.M. is a Science Graduate from Osmania University, Hyderabad, India and possesses linguistic abilities in most of the Southern Indian Languages. His other interests are in community development and working with charitable organizations for Education and Human Resources Training.

***Ambassador Ulric Haynes,** Senior Advisor*

Ambassador Ulric Haynes, Jr. is a senior advisor at ACO. Ambassador Haynes is a graduate of Amherst College (1952) and of The Yale Law School (1956). He is a graduate of the Advanced Management Program of the Harvard Business School. His professional background encompasses the worlds of business, government, and academia.

The Ambassador's business background includes serving as a Partner of Spencer Stuart and Associates, as President of Management Formation, Inc., and with the Cummins Engine Company as Vice President for Management Development, Vice President for the Mid East and Africa, and Vice President for International Business Planning. He has also served on the Boards of Directors of American Broadcasting Companies, Rohm & Haas, HSBC Bank USA, ING ReliaStar Insurance Company of NY, INNCOM, and Pall Corporation. In addition, he has been a Visiting Lecturer at the Harvard Business School and Stanford Business School. Most recently, he retired as Dean of the Frank G. Zarb School of Business at Hofstra University where he also served as Executive Dean of University International Relations.

Ambassador Haynes's government service includes positions with The NY State Department of Commerce, the US Department of State, and the staff of the National Security Council. He also served as an Administrative Officer with the European Office of the United Nations. From 1977 to 1981, he was

American Ambassador to Algeria, culminating his tour of duty as one of the negotiators for the release of the American Embassy hostages in Iran.

Among the organizations of which he is a member are the Council on Foreign Relations, The American Academy of Diplomacy, and The Atlantic Council. He is also the recipient of many awards and honorary degrees for his public and community service. Currently retired, the Ambassador is periodically an Adjunct Professor of International Relations at Rollins College and the University of Central Florida. He is a Visiting Distinguished Scholar at the University of Central Florida and at Florida Southern College. He is also a lecturer and contributor to various publications on matters of United States foreign policy. A resident of Florida, Ambassador Haynes is married to the former Yolande Toussaint and has two children, Gregory and Alexandra.

M.S. Ramachandran, *Senior Advisor*

Madras Seshmani Ramachandran is a senior advisor at ACO. Mr. Ramachandran is a former CEO and Chairman of Indian Oil Corporation Ltd (IOCL). He is a Mechanical Engineer by qualification and started his career in Ashok Leyland before joining IOCL as a Manager Trainee in 1969. He has handled diverse assignments during the career with IOCL including supply logistics, shipping, commercial, sales operations and international trade. He was the chief of the Oil Coordination Committee the de-facto Regulatory Body under the Ministry of Petroleum and Natural Gas during 1998 – 2000. He joined IOC's Board in 2000 as Director Business Development and took over as CEO and Chairman in the year 2002. Mr. Ramachandran was also the Chairman of IOC's Group Companies including Chennai Petroleum, Bongaigaon Refineries and Petrochemicals, IBP Company and also Indian Oil Tanking, a joint venture company with Oil Tanking of Germany. He was IOC's nominee Director in ONGC, Lubrizol India Ltd, AVI Oil India Limited and Petronet LNG. He had played a key role in drafting the Hydro Carbon Vision 2025 and the Draft Regulatory Authority Bill and over saw the phased de regulation of the oil industry.

He is currently an independent Director in six companies including ICICI Bank Limited and he is a Member of the Advisory Panel of International Infrastructure Consultants. Mr. Ramachandran has received several awards including Chemtech Pharma Bio Hall of Fame Award in 2005 and National Institute of Industrial Engineers Lakshya Business Visionary Award in 2004. He was one of two finalists of Platts Global CEO of the Year Award in 2004, Foundation of Indian Industry & Economists Best Corporate Man of the Year in 2002. Mr. Ramachandran holds a Bachelor Degree in Mechanical Engineering. He attended Advanced Management Programmes in Ashridge Management College in England and Indian Institute of Management, Ahmedabad.

S. Chandrashekhar, *Technical lead, Engineer*

S. Chandrashekhar is an electrical engineer with over twenty one years of experience in the field of Hydro Power Plants. Mr. Chandrashekhar's experience is through OEMs such as Bharat, Heavy Electricals Limited, Asea Brown Boveri (ABB) and Andritz Hydro Pvt Ltd. His areas of core competence are generator assemblies and excitation system design where he is involved in both testing and commissioning.

S. Padmanaban, *Engineer*

S. Padmanaban has over 27 years of experience in installation, machining and fabrication of generator and turbine assemblies in hydropower plants. His record comes with one of the best success rates in the industry. Mr. Padmanaban has strong communication skills. His greatest achievement is the installation of underground power house, for which the end-client received the Presidents Golden Shield for fastest commissioning.

S. N. Roy, *Engineer*

S. N. Roy is an Electrical Engineer. His work experience includes working for Indian Oil Corporation, Bharat Heavy Electrical Limited, Techno Electric and Engineering Co. Ltd before joining Convalt Energy. He has successfully executed many thermal projects across all of India. His experience and track record extends over 40 years.

S. Bhattacharya, *Engineer*

S. Bhattacharya is an expert in the field of installation of Electrical Balance of Plant, including transformers and switching stations. He has a proven track record in Site Management. Mr. Bhattacharya's work experience over the last 30 years is focused on increasing project efficiency, maintaining and streamlining budgets while installing a strong Quality Control program.

Anand Prakash, *Engineer*

Anand Prakash is a mechanical engineer with Convalt Energy. He has over 20 years of experience in the field of Sales and Marketing where he has worked with Greaves, Andritz as marketing head. Mr. Prakash has strong communication skills and expertise in assessment of client requirements, converting them into tangible orders.

Partha Dey, *Engineer*

P. Dev is the commercial lead on the engineering team at Convalt Energy. He has over 18 years of experience working for companies such as Andritz Hydro and General Electric Oil and Gas. At Andritz he was employed as a Senior Vice President where he developed working relationships throughout India, South East Asia and China. He was involved in the restructuring of the crisis ridden Indian operation from

an ineffective functional organization to Segment Driven organization, scripting a turnaround story. At GE he was employed as a Sourcing Head where he was instrumental in the growth of GE Oil and Gas for Asia Pacific operations. Mr. Dey's past experiences has given him a very good network of vendors for global sourcing.

Santosh Mishra, *Engineer*

Santosh Mishra is an expert in the field of installation of Electromechanical components of hydro power plants. Mr Mishra has a proven track record of more than 15 years for different kinds of power plants. He has excellent skills in project management for site execution and maintaining time, cost and quality of works at site level with different vendors and contractors.

Nalluri Bhargav, Assistant General Manager

Nalluri Bhargav is an electrical engineer with over 5 years of experience in the field of Solar Power Plants. He is a graduate of Electrical and Electronics Engineering from VR Siddhartha Engineering College (Vijayawada). Nalluri's experience is through LANCO, Apex Clothing Company (Solar Plant) and Cyber Motion Technologies. His areas of core competence are Solar Power plant designing where he is involved in both testing and commissioning and Operation and Maintenance. His experience has given him the opportunity to work up to a voltage level of 132KV substations. Nalluri has been involved to date in 80MW of solar installations in India.

S. Vasanth Kumar, *Engineer*

S. Vasanth Kumar works for Convalt as an Engineer whose area of expertise focuses on erection and commissioning of various complex electrical and mechanical packages of Hydro power plants. He has close to 10 years of experience in installation, commissioning, troubleshooting, annual maintenance and breakdown maintenance of different types of generators.

Htet Myat Htoo, *Engineer*

Htet Myat Htoo is a Mechanical Engineer for Convalt Energy in Myanmar focused on operations and power production for Convalt Energy's solar project in Mandalay Region. Htet is a graduate of Thanlyin Technological University with the Bachelor of Engineering in Mechanical. Engineering and completed a Diploma in Port Management from Myanmar Maritime University. Htet started his working career at MAX Power (NAVIGAT Energy) in Myanmar in 2013 as a Power plant operator. In 2014 Htet worked as a consultant for APR Energy in Kyaukse, Mandalay Region, Myanmar as a Field operator in the gas fired power plant. Htet's experiences involve mechanical work and planning, schedule and carry out of technical deviation, designing scope of work using Microsoft office, excel and computer applications. Htet's

experiences include Natural Gas power plant installation, maintenance, servicing of gas train and gas line, operation of gas engines, operations of Module Interface Panel, Module Control Panel, Technical Specifications of controls, Operating Materials, Technical Instruction, Wiring Diagram, Piping & Instrument diagram, Customer Documentation, Failure Checklist, Diane XT3 for gas engine, control panel for 11/33 kV. Htet can manage engine operations data, gas control data, out-going meter data with the use of Microsoft Word and Microsoft Excel.

Aung Thiha Kyaw Htin, *Engineering Intern*

Aung Thiha Kyaw Htin ("Milo") is a student studying Mechanical Engineering at Ohio University in the United States. Milo is currently interning at Convalt Energy in Myanmar to get first-hand experience in engineering applications especially in the field of renewable energy and to get a deeper understanding on Myanmar's energy short comings, and how to improve them in the future. In terms of experience, Milo travelled to rural areas to survey for centralized solar plant installations, installation of commercial off-grid solar systems and has developed programs to calculate solar system designs based on loads.

Jaw Seng Aung, Tangbau

Jaw Seng Aung, Tangbau joined Convalt in February of 2015. Jaw is a recent graduate from Mohawk Valley Community College with a Civil Engineering degree. His work experience includes PSI Myanmar, Broadcasting Media and as a site engineer at Inzali Phyo Construction where he was exposed to construction and sales for condominiums. He is fluent in Kachin, English and Burmese.

M. Vignesh Raja

M. Vignesh Raja is a junior engineer at Convalt Energy. He is an engineering graduate that has undergone in-plant and solar technician training. His areas of focus will be on developing detailed project reports. This will include information memorandums, design and technical diagrams. His past experience includes maintaining electrical equipment and low tension systems, thermal power and energy efficiency.

Shankar Murthy, *Business Development*

Shankar Murthy is working in business development at Convalt Energy. He has pursued his Mechanical Engineering from BMSCE, Bangalore and has 3 years of experience at DigiCollect in Business Development & Sales, as Chief Marketing Officer. Shankar will be working with Thirumoorthy Ramachandran concentrating on PPA agreements and EPC contracts. He will also be promoting DigiCollect software.

Jacqueline Raj, Administrative

Jacqueline Raj is an administrative intern at ACO Investment Group/ Convalt Energy. She is currently in her final year at East Yangon University working on her bachelors in English. She is also concurrently working on her Business Management certificate at National Management College in Yangon. In her spare time she enjoys volunteering at British Council Library, ARC Myanmar and other non-profit organizations in Yangon.

2.1. Project Teams

2.1.1. Myanmar

Convalt Energy is permitted to set up 360MWp AC of solar power generating facilities as an independent power producer and operator in Mandalay Region of Myanmar. The project team will consist of the following individuals:

- Hari Achuthan
- Chris Korzonkiewicz
- Wins Tunnitisupawong
- Tord Thott
- Htet Myat Htoo
- Aung Thiha Kyaw Htin ("Milo")
- Pwint Hlwar

2.1.2. India

Convalt Energy India Private Limited, a subsidiary of Convalt Energy LLC is currently developing 2000MW of solar and wind projects in India. In phase 1, Convalt will be building stages of 1000MW. Convalt has assisted in the implementation and operation of a 20MW solar plant in Tamil Nadu, India.

Primary India Team

- Hari Achuthan
- Thirumoorthy Ramachandran
- K. M. Balasubramanium
- M.S. Ramachandran
- T. Venugopal

Secondary India Team

- Wins Tunnitisupawong
- Chris Korzonkiewicz
- Tord Thott

Engineering Team in India

- Power Parts & Services – team of 30
- Reliable Power Services – team of 70

3. Summary of Projects

3.1. Global Transaction Pipeline

*ESD – Expected Start Date
*COD – Commercial Operation Date

Africa

- Kenya 200 MW
ESD: Sept 2016
COD: Dec 2017
- Botswana 100 MW
ESD: July 2016
COD: June 2017
- Ghana 100 MW
ESD: Dec 2016
COD: Dec 2018

MENA

- Egypt 50 MW
ESD: July 2016
COD: March 2017
- Egypt 50 MW
ESD: Aug 2016
COD: Dec 2017

Asia

- India 2000 MW
ESD: Jan 2016
COD: 2016
- Myanmar 360 MW
ESD: July 2016
COD: June 2017
- India 600 MW
ESD: Dec 2015
COD: 2016/2017
- Myanmar
Street Light retrofit
ESD: July 2016
COD: June 2017
- India 1000 MW
ESD: TBA
COD: TBA
- Philippines 100MW
ESD: June 2016
COD: Dec 2017
- Pakistan 50 MW
ESD: June 2016
COD: June 2018
- Vietnam 100 MW
ESD: Sept 2016
COD: Dec 2017
- Pakistan 50 MW
ESD: June 2017
COD: June 2019
- Vietnam 200 MW
ESD: Dec 2016
COD: Dec 2017
- Pakistan 100 MW
ESD: TBA
COD: TBA
- India 7.5 MW
COD: June 2015
(Operating)

Solar Power 3310 MW | Wind Power 850 MW | Energy Efficiency | Biomass Energy | Hydro Power 1000 MW

3.2. Operational Solar Projects

Description	*Location*	*Scope of Work*	*Project Value (USD)*	*Client Contact Info*	*Completion & Delivery Dates*
Textile mill in India 20MW	Tamil Nadu, India	Repair, operate and maintain	$30 million	Mr. Ramanathan +91.98 4227.0835	Dec 2013
Ministry of Agriculture – Myanmar 5kW	Naypyitaw, Myanmar	Develop, own, operate and maintain	$15K	U Kyaw Win – Director General, Ministry of Agriculture +95.9 830.5616	Oct 2014

3.3. Operational Hydro Projects

The projects listed below were designed, engineered and constructed by the balance of plant and hydro Convalt Energy team.

Target Description	*Location*	*Scope of Work*	*Project Value (USD)*	*Completion & Delivery Dates*
New Umtru Hydro Electric Project	Byrnihat, Meghalaya	E&C of 2x20MW units and Switchyard	$490K	Dec 2015 – Phase 1 and June 2016 for phase 2
Tunga Mini Hydel Project	Gajanur Dam, Shimoga (Karnataka)	E&C of 2x10MW and 1x4MW units and the Switchyard	$142K	Dec 2013
Sawrakuddu Hydro Electric Project	Jubbal, Shimla (Himachal Pradesh)	E&C of 3x37MW unit and Switchyard	$802K	May 2015
Khandong Hydel Electric Project	Umrangsho near Shillong (Meghalaya)	Rebuilding of Generator Stator at Service bay	$52K	March 2013
Project Burla	Burla, Odisha	Equipment Maintenance and Repair services of 1x48.5MW	$63K	September 2012
Mozambique Holdings LDA	Mozambique	Repair and recommissioning of 1x1.8MW	$35K	December 2012
Others		Refurbishment, Repair Services and Maintenance works	$285K	

Appendix (A)

CONVALT ENERGY (MYANMAR) COMPANY LIMITED
LIST OF DIRECTORS

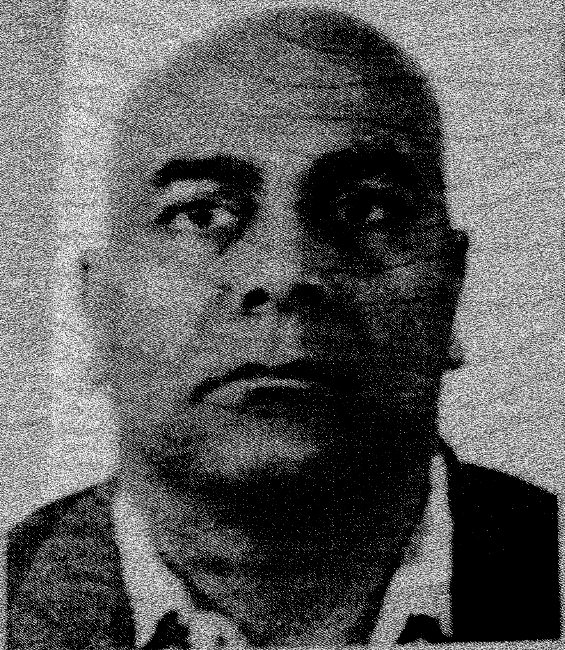
Sr.	Name	Citizenship	Passport No.	Address	Position	Investment Ratio
	Convalt Energy LLC					
1	Mr. Hariharan Achuthan	USA	506255391	475, Park Avenue South, 32nd Floor, New York, NY 100016	Managing Director	90%
2	Mr. Christopher Anthony Korzonkiewicz	USA	452014971	375 South End Avenue, Apt 21J, New York , NY 10280	Director	4.5%
3	Mr. Wins Tunnitisupawong	USA	452024068	64/17 Lotus Point, Ekamai Soi 10, Yahk 4, Sukhumvit 63, Thailand 10110	Director	4.5%
4	Mr. Tord Erik Corfitz Thott	Sweden	85742654	Riddargatan 70, 11457, Stockholm, Sweden	Director	1%

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

3

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA



Type / [illegible]
P

Code / Code / Código
USA

Passport No. / No. du Passeport / No. de Pasaporte
506255391

Surname / Nom / Apellidos
ACHUTHAN

Given Names / Prénoms / Nombres
HARIHARAN

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
30 Nov 1971

Sex / Sexe / Sexo
M

Place of birth / Lieu de naissance / Lugar de nacimiento
INDIA

Date of issue / Date de délivrance / Fecha de expedición
02 Dec 2014

Authority / Autorité / Autoridad
United States
Department of State

Date of expiration / Date d'expiration / Fecha de caducidad
01 Dec 2024

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 51

USA

P<USAACHUTHAN<<HARIHARAN<<<<<<<<<<<<<<<<<<<<<<<<
5062553914USA7111309M2412012192378834<217142

We the People

Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.

Chris Korzonkiewicz

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

3

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

USA



Type / Type / Tipo: P
Code / Code / Código: USA
Passport No. / No. du Passeport / No. de Pasaporte: 452014971

Surname / Nom / Apellidos
KORZONKIEWICZ

Given Names / Prénoms / Nombres
CHRISTOPHER ANTHONY

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
16 Mar 1977

Place of birth / Lieu de naissance / Lugar de nacimiento
NEW YORK, U.S.A.

Sex / Sexe / Sexo
M

Date of issue / Date de délivrance / Fecha de expedición
13 Oct 2009

Authority / Autorité / Autoridad
United States
Department of State

Date of expiration / Date d'expiration / Fecha de caducidad
12 Oct 2019

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 51

USA

P<USAKORZONKIEWICZ<<CHRISTOPHER<ANTHONY<<<<<

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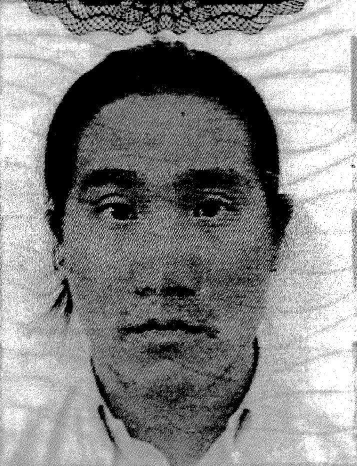
We the People
Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.

3

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

USA



UNITED STATES OF AMERICA

Type / Type / Tipo: P
Code / Code / Codigo: USA
Passport No. / No. du Passeport / No. de Pasaporte: 452024068

Surname / Nom / Apellidos
TUNNITISUPAWONG

Given Names / Prénoms / Nombres
WINS

Nationality / Nationalité / Nacionalidad
UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento
06 Mar 1979

Place of birth / Lieu de naissance / Lugar de nacimiento
MISSOURI, U.S.A.

Sex / Sexe / Sexo
M

Date of issue / Date de délivrance / Fecha de expedición
12 Oct 2010

Authority / Autorité / Autoridad
United States
Department of State

Date of expiration / Date d'expiration / Fecha de caducidad
11 Oct 2020

Endorsements / Mentions Spéciales / Anotaciones
SEE PAGE 51

USA

P<USATUNNITISUPAWONG<<WINS<<<<<<<<<<<<<<<<<<
4520240681USA7903063M2010119550021584<977164

1. THOTT
2. TORD ERIK CORFITZ
3a. 880710-4099
7. 27 FEB/FEB 18
10.



TELEPHONE NO. FOR CHECK OF VALIDITY
SWEDISH POLICE +46 77 114 14 00

PASS
PASSPORT
PASSEPORT

SVERIGE SWEDEN SUÈDE

Typ/Type: P
Kod/Code: SWE
Pass nr/Passport No.: 85742654



1. Efternamn/Surname: THOTT
2. Förnamn/Given names: TORD ERIK CORFITZ
3. Nationalitet/Nationality: SVENSK SWEDISH
4. Födelsedatum/Date of birth: 10 JUL/JUL 88
5. Kön/Sex: M/M
6. Utfärdat/Date of issue: 27 FEB/FEB 13
7. Sista giltighetsdag/Date of expiry: 27 FEB/FEB 18
8. Födelseort/Place of birth: HYBY
9. Myndighet/Authority: POLISMYNDIGHETEN I STOCKHOLMS LÄN

3a. Personnr/Pers. Id. No.: 880710-4099
4a. Längd/Height: 184 CM

10. Namnteckning/Signature

P<SWETHOTT<<TORD<ERIK<CORFITZ<<<<<<<<<<<<<<<<

85742654<5SWE8807102M1802278198807104099<<26

Appendix (B-1)

Convalt Energy (Myanmar) Co., Ltd

Machinery & Equipment List to be Imported for each of the 180 MW DC (=150 MW AC) Project Sites

Machinery & Equipment List for Myingyan Site				
Description	Unit of Measure	Model	Total Quantity	Estimated Cost
Panels	Poly – 310 Wp (Not less than 15% efficiency)	Gintech/GCL Poly	662,000	$116,000,000.00
Inverters	1000 kW capacity Inverter	ABB/GE	264	$ 41,310,000.00
Switchgear/Transformers	Substation Equipment for Power Deliver	ABB/GE	166	$ 12,150,000.00
Structures	Steel Structures for mounting the panels	Various	TBD	$ 36,450,000.00
Electrical Bulks	Cables, Fittings for electrical	Various	TBD	$ 24,300,000.00
Instrumentation Bulks	Cables, Fittings for instrumentation	Various	TBD	$ 4,860,000.00
Automobiles	Vehicles for navigating the work site	Ford	6	$ 1,930,000.00
	Sub Total			$ 237,000,000.00

Machinery & Equipment List for Meitkila Site				
Description	Unit of Measure	Model	Total Quantity	Estimated Cost
Panels	Poly – 310 Wp (Not less than 15% efficiency)	Gintech/GCL Poly	662,000	$116,000,000.00
Inverters	1000 kW capacity Inverter	ABB/GE	264	$ 41,310,000.00
Switchgear/Transformers	Substation Equipment for Power Deliver	ABB/GE	166	$ 12,150,000.00
Structures	Steel Structures for mounting the panels	Various	TBD	$ 36,450,000.00
Electrical Bulks	Cables, Fittings for electrical	Various	TBD	$ 24,300,000.00
Instrumentation Bulks	Cables, Fittings for instrumentation	Various	TBD	$ 4,860,000.00
Automobiles	Vehicles for navigating the work site	Ford	6	$ 1,930,000.00
	Sub total			$ 237,000,000.00
	Grand Total			**$ 474,000,000.00**

Machinery & Equipment List To be Imported for 150 MW Wettow/Wunthar, Meikhtila Site

Description	UOM	Model	Quantity	Total Quantity for Meikhtila Facility
Module	Nos.	Poly – 310 Wp (Not less than 15% efficiency)	193952	581,856.00
Module Mounting Structure(2x19)	Set	19 modules per string, Each Structure carry 2	5104	15,312.00
String Monitoring Box with DC –DC Converter	Nos.	Configuration- 20 Inputs(Per Polarity)/ 1 Output, 20 Inputs with 10 A Fuse on positive polarity, 1 Output with	704	2,112.00
DC CABLES				
4 sq.mm Single core 1.1 kV grade Copper(Unarmored) with XLPO insulation	m.	String to String Monitoring Box: Solar	555954	1,667,862.00
240 sq.mm Single core 1.1kV grade Aluminum (Armored) with XLPE insulation	m.	String Monitoring Box to Inverter: As per IS	543923	1,631,769.00
MC4 Compatible (6800 Male, 6800 Female)	Nos.	Connectors (50% Male &	103000	309,000.00
TERMINATIONS				
4 sq.mm Pin type Copper lug	Nos.		20500	61,500.00
240 sq.mm Ring type Bimetallic lug	Nos.		7100	21,300.00
M12 MS bolt	Nos.		7100	21,300.00
M12 MS Washer	Nos.		7100	21,300.00
M12 MS Nut	Nos.		7100	21,300.00
HDPE Conduit (28 MM DIAMETER)	m.		70000	210,000.00
TEE Joints			2500	7,500.00
Couplers	lot		1	3.00
Cable Tie (UV Protected)	lot		1	3.00
Cable Markers and Clamps	lot		1	3.00
STRING MONITORING BOX EARTHING				
16 Sq.mm cable- Copper(PVC sheathed)	m.		2000	6,000.00
16 sq.mm Lug- Ring type- Copper	Nos.		1500	4,500.00
M6 MS bolt	Nos.		1500	4,500.00
M6 MS Washer	Nos.		1500	4,500.00
M6 MS Nut+B553	Nos.		1500	4,500.00
INVERTER				
680 kW capacity Inverter	Nos.		88	264.00
SOLAR FIELD EARTHING				
50 x 6 MM GI flat	m.		20000	60,000.00
25 X 3 MM GI flat	m.		17500	52,500.00
2.5 sq. mm PVC sheathed XLPE insulated copper cable for module earthing	m.		155200	465,600.00
M4 MS bolt	Nos.		51500	154,500.00
M4 MS Washer	Nos.		51500	154,500.00
M4 MS Nut	Nos.		51500	154,500.00
Lug to suit 4 Sq.mm cable (ring type)- Copper	Nos.		51500	154,500.00
Untreated Earth Pits (25 MM dia 3 M long MS rod)	Nos.		40	120.00
RCC Control Room Building (20m.L X 12m.W) (for 150MW)	Nos.		1	3.00
RCC Sub Control Room Building (25m.L X 14m.W) (for 50MW)	Nos.		1	3.00
Outdoor Inverter Shed (13m.LX 11m.W)	Nos.		22	66.00
OUTDOOR OIL FILLED & DRY TYPE TRANSFORMERS				
1.4/0.7/0.7 MVA, 33/ 0.375/0.375 kV, Dy11y11, ONAN, OFTC ±5% IN STEP OF 2.5% ,Z% = 6.25%	Nos.		44	132.00
150kVA, 33/0.433kV, Dyn11,AN, OFTC ±5% IN STEP OF 2.5% , Z% = 4% (Indoor Dry Type)	Nos.		1	3.00

50kVA, 33/0.433kV, Dyn11,AN, OFTC ±5% IN STEP OF 2.5% , Z% = 4% (Indoor Dry Type)	Nos.		1	3.00
25MVA Power Transformer, 230/33kV, Dyn11, ONAN with RTCC panel, OLVC ± 10% IN STEP OF 1.25% , Z% = 10%	Nos.		2	6.00
Outdoor 33kV HV switchgear with 630A Al bus for 25kA for 1 sec @ Inverter room	Nos.		22	66.00
I) 630A VCB for Inverter Duty transformer incomer - 2Nos.				
II) 630A VCB for outgoing breaker to control room with Line PT - 1Nos.,2				
Indoor 33kV HV switchgear with 1000A Al bus for 25kA for 1 Sec @ Sub Control room - 50MW	Nos.		1	3.00
630A VCB from Inverter room HV switchgear - 14 Nos.				
630A VCB from Inverter duty transformer - 3 Nos.				
630A VCB Aux. trafo feeder with transformer protection - 1Nos.				
1250A VCB Outgoing breaker with Line PT - 1Nos.				
Indoor 33kV HV switchgear with 2500A Al bus for 25kA for 1 Sec @ Pooling Control room extensible at both sides	Nos.		1	3.00
1250A VCB from subcontrol room Incomer - 1 Nos.				
1250A VCB outgoing breaker with Line PT - 2 Nos. for 25MVA Trafo feeder				
630A VCB Aux. trafo feeder with transformer protection - 1Nos.				
LV DISTRIBUTION PANELS				
690V Indoor Main Auxiliary distribution panel - 100A, 25kA for 1 sec with @Pooling Control room I/C – 100A MCCB (Microprocessor release) – 1Nos. (with 100/1A, CL: 0.2S CT & MFM + 27/59+2 & voLVmeter) 32A TPN MCCB – 6Nos. 32A TPN MCB – 4Nos. 32A SPN MCB – 10Nos. 16A SPN MCB – 6 Nos.	Nos.		1	3.00
690V Indoor Main Auxiliary distribution panel - 200A, 25kA for 1 sec with @ sub Control room I/C – 200A MCCB (Microprocessor release) – 1Nos. (with 200/1A, CL: 0.2S CT & MFM + 27/59+2 & voLVmeter) O/G : 125A TPN MCCB – 3Nos. 32A TPN MCCB – 20Nos. 32A TPN MCB – 10Nos. 32A SPN MCB – 10Nos. 16A SPN MCB – 6 Nos. 16A TPN MPCB - 4Nos.	Nos.		1	3.00
415V UPS Indoor AC distribution board with 125A, for 9kA for 1 sec with Incoming & outgoing feeders @ Control room I/C – 125A MCCB – 1Nos. O/G : 32A MCCB TPN – 18Nos. O/G : 16A MCB SPN - 10 Nos.	Nos.		1	3.00
415V UPS outdoor AC distribution board with 32A, for 9kA for 1 sec with Incoming & outgoing feeders @ Inverter room I/C – 32A MCCB – 1Nos. O/G: 16A MCB SPN - 6 Nos. O/G : 4A MCB SPN - 3Nos.	Nos.		16	48.00
415V outdoor Auxiliary load panel with 32A TPN for 9kA for 1 sec with incomin & outgoing feeders @ Inverter room I/C – 32A MCCB TPN – 1Nos. 16A MCB SPN - 4Nos. 4A SPN MCB - 8 Nos.	Nos.		16	48.00
230V Lighting Distribution Board with 32A TPN for 9kA for 1 sec with incoming & outgoing feeders @ Control room I/C - 32A TPN MCB - 1Nos. O/G - 10A MCB SPN - 12 Nos.	Nos.		1	3.00
230V outdoor Lighting Distribution Board with 32A TPN for 9kA for 1 sec with incoming & outgoing feeders @ Switchyard I/C - 32A TPN MCB - 1Nos. O/G - 10A MCB SPN - 8 Nos.	Nos.		1	3.00
230V SCADA PDB with 32A SPN for 9kA for 1 sec with incoming & outgoing feeders @ sub Control room I/C - 16A SPN MCB - 1Nos. O/G - 4A MCB SPN - 8 Nos.	Nos.		1	3.00

T bend	lot		1	3.00
nut washer and other accessories	lot		1	3.00
EARTHING CONDUCTOR				
75X10mm GI flat (Main earth mat, HV panel earthing, Power transformer)	m.		2500	7,500.00
50X6mm GI Flat (LV Distribution panels, ACB panels, DB's, Control desk, Transformer and cable tray earthing)	m.		1500	4,500.00
1CX120 Sq.mm Cu.cable (for Inverter earthing)	m.		650	1,950.00
50mm Dia Pipe Electrode (Treated Earth Pit)	Nos.		160	480.00
Control room (Battery/SCADA room)	Nos.		6	18.00
Lighting FOR CONTROL ROOM & INVERTER ROOM & OUTDOOR Lighting				
2X36W FTL Decorative type recessed mounting luminaire including fixing accessories	Nos.		44	132.00
2X36W CFL Decorative type suspended mounting luminaire including fixing accessories	Nos.		28	84.00
2X36W FTL Decorative type recessed mounting luminaire for 110V DC /230V AC	Nos.		54	162.00
1X60W GLS Industrial type bulkhead ligHV fitting including fixing luminaire	Nos.		20	60.00
1X70W HPSV type ligHV fixture including fixing accessories (outdoor)	Nos.		64	192.00
2X36W FTL Industrial corrosion proof IP 65 luminaire including fixing accessories	Nos.		8	24.00
2X36W FTL Industrial box type channel with stove enameled reflector including fixing accessories	Nos.		125	375.00
Lighting cable for control room	Lot		1	3.00
MISCELLANEOUS ITEMS				
Exhaust fans [ligHV duty] and Associated equipments for swgr exhaust fans	Nos.		24	72.00
Nos. of Telephones Sockets and Associated Equipments	Nos.		2	6.00
5m. Swaged street ligHV fitting of 2X36W	Nos.		45	135.00
16A Switch sockets for AC	Nos.		6	18.00
Welding sockets	Nos.		2	6.00
Switchbox				
8 Way	Nos.		4	12.00
5 Way	Nos.		6	18.00
5A Sockets	Nos.		12	36.00
5A Switches	Nos.		16	48.00
Dummy Plates	Nos.		60	180.00
First Aid box	Nos.		15	45.00
Hand Gloves	Sets		2	6.00
Rubber Mat				
33kv Grade	m.		150	450.00
1.1kV Grade	m.		800	2,400.00
CABLE TRENCH SIZE				
Buried cable trench 2750WX1250D	m.		250	750.00
Buried cable trench 1750WX1250D	m.		450	1,350.00
Buried cable trench 1500WX1250D	m.		1300	3,900.00
Buried cable trench 1000WX1250D	m.		200	600.00
Buried cable trench 800WX1250D	m.		600	1,800.00
FIRE FIGHTING SYSTEM				
DCP Type (ABC type) (10 Kg. Cap)	Nos.		22	66.00
CO2 Type Hand 9 kg	Nos.		22	66.00
Foam Type Hand 9 kg	Nos.		24	72.00
MuLVisensory type Smoke detectors	Nos.		30	90.00
Alarm Notification appliances (Audio device)	Nos.		1	3.00
Fire alarm panel communicable type with SCADA	Nos.		1	3.00
3CX2.5 Sq.mm FRLS cable	lot		1	3.00
Major Equipment for 230kV Switchyard				
230kV Post insulator	Nos.		30	90.00
230kV, 1250A Motorised Isolator with Earth switch	Nos.		5	15.00
230kV, 1250A Motorised Isolator without Earth switch	Nos.		4	12.00
198kV LigHVning arrester	Nos.		12	36.00
230kV, 1250A Circuit Breaker	Nos.		4	12.00
230kV Current transformer (protection)	Nos.		12	36.00

230kV Potential transformer (protection)	Nos.		9	27.00
230kV Current transformer (Tariff metering)	Nos.		6	18.00
230kV Potential transformer (Tariff metering)	Nos.		6	18.00
Tariff main meter including box	Nos.		2	6.00
Tariff Check meter including box	Nos.		2	6.00
Outdoor type 33kV NGR panel - 300A, 63.5 ohm	Nos.		2	6.00
Transformer control and relay panel	Nos.		2	6.00
Line control and relay panel	Nos.		2	6.00
Bay Marshilling box	Nos.		4	12.00
CT junction box	Nos.		4	12.00
PT junction box	Nos.		3	9.00
230kV Tension insulator	Nos.		18	54.00
230kV Suspension insulator	Nos.		12	36.00
Number of Towers	Nos.		10	30.00
Number of Lighting cu.m ligHVning mast's	Nos.		4	12.00
Number of Girders	Nos.		5	15.00
90 LBS Rail for Power Transformer	m.		80	240.00
Details of Various Types Clamps connectors (230kV, 630A)				
Rigid Connectors suitable for 2" IPS tube	Nos.		150	450.00
Flexible Connectors suitable for 2" IPS tube	Nos.		175	525.00
StrigHV through Connectors suitable for 2" IPS tube	Nos.		30	90.00
2" IPS TUBE	Nos.		800	2,400.00
Zebra Conductor	Meters		350	1,050.00
Switchyard Earthing Conductor				
75x10MM MS Flat for main earthing grid	Meters		8500	25,500.00
50x6MM GI Flat for structure, transformer, dbs and equipment earting	Meters		7000	21,000.00
40MM DIA 3M Long GI Pipe Earth Pit	Nos.		60	180.00
7/8 SWG for Shield wire	Meters		1000	3,000.00
8 SWG wire for fencing	Meters		400	1,200.00
Switchyard Cable Tray				
450MM	Meters		1000	3,000.00
300MM	Meters		500	1,500.00
Switchyard Control cables				
3C X 2.5 SQ.MM Cu. Cable	Meters		6000	18,000.00
5C X 2.5 SQ.MM Cu. Cable	Meters		4500	13,500.00
19C X 2.5 SQ.MM Cu. Cable	Meters		3200	9,600.00
37C X 2.5 SQ.MM Cu. Cable	Meters		2000	6,000.00
24C X 2.5 SQ.MM Cu. Cable	Meters		2000	6,000.00
4C X 4 SQ.MM Cu. Cable	Meters		300	900.00
4C X 16 SQ.MM AL. Cable	Meters		600	1,800.00
3.5C X 35 SQ.MM AL. Cable	Meters		600	1,800.00
Switchyard Control cables Terminations				
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		192	576.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		576	1,728.00
5C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		110	330.00
5C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		550	1,650.00
19C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		140	420.00
19C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		2660	7,980.00
37C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		28	84.00
37C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		1036	3,108.00
24C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		54	162.00
24C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		1296	3,888.00
4C X 4 SQ.MM Cu. Cable [GLAND]	Nos.		8	24.00
4C X 4 SQ.MM Cu. Cable [LUG]	Nos.		32	96.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		24	72.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		96	288.00
3.5C X 35 SQ.MM AL. Cable [GLAND]	Nos.		16	48.00
3.5C X 35 SQ.MM AL. Cable [LUG]	Nos.		48	144.00
Switchyard Lighting and accessories				
15 M Swaged flood Lighting Pole including Junction box and nuts and BOLTS	Nos.		4	12.00
250W HPSV lamp	Nos.		12	36.00

230V SCADA PDB with 32A SPN for 9kA for 1 sec with incoming & outgoing feeders @ Pooling Control room I/C - 16A SPN MCB - 1Nos. O/G - 4A MCB SPN - 8 Nos.	Nos.		1	3.00
UPS & BATTERY, BATTERY CHARGER & DCDB @ Sub & Main control room				
80AH, 110V, 1.85 ECV Valve Regulated Lead Acid (VRLA) Batteries with 1 hrs. battery backup	Sets		2	6.00
Float cu.m Boost Charger (25A) (FCBC) Battery Charger Panel	Sets		2	6.00
110V Nos.n Compartmentalised DCDB	Sets		2	6.00
30kVA, 415/415V 3 Phase UPS &SCVS with 1 hrs battery back up	Set		1	3.00
10kVA, 415/230V 1 Phase UPS &SCVS with 1 hrs battery back up	Set		1	3.00
AC CABLE				
HV POWER CABLES, 33KV (UE) XLPE, AL ARMOURED CABLE				
3C X 185 SQ.MM Al. CABLE	m.		13250	39,750.00
3C X 300 SQ.MM Al. CABLE	m.		2000	6,000.00
1CX630 SQ.MM Al. CABLE	m.		200	600.00
INDOOR TERMINATION (HV TERMINATION KIT)				
3C X 185 SQ.MM Al. CABLE	Nos.		100	300.00
3C X 300 SQ.MM Al. CABLE	Nos.		20	60.00
1CX630 SQ.MM Al. CABLE	Nos.		2	6.00
OUTDOOR TERMINATION (HV TERMINATION KIT)				
1CX630 SQ.MM Al. CABLE	Nos.		2	6.00
STRAIGHT THROUGH JOINTING KIT				
3C X 185 SQ.MM	Nos.		16	48.00
3C X 300 SQ.MM	Nos.		2	6.00
1.1kV, XLPE insulation Cu. Cable (inverter to inverter duty transformer)				
3CX300 Sq.mm Cu. CABLE	m.		4000	12,000.00
TERMINATIONS FOR THE ABOVE				
3CX300 Sq.mm XLPE insulation Cu. cable (Double compression gland)	Nos.		496	1,488.00
3CX300 Sq.mm XLPE insulation Cu. Cable (lugs)	Nos.		1488	4,464.00
1.1kV XLPE insulation cables (Plant Auxiliary system cable)				
3.5CX185 Sq.mm Al. cable	m.		100	300.00
4CX16 Sq.mm Al. cable	m.		23000	69,000.00
3.5CX35 Sq.mm Al. cable	m.		4000	12,000.00
3CX2.5 Sq.mm Cu. Cable	m.		6000	18,000.00
4CX2.5 Sq.mm Cu. Cable	m.		1000	3,000.00
TERMINATION FOR THE ABOVE				
3.5CX185 Sq.mm Al. cable (Double compression Gland)	Nos.		4	12.00
3.5CX185 Sq.mm Al. cable (Ring type Lugs)	Nos.		12	36.00
Neutral lug of 95 Sq.mm	Nos.		4	12.00
4CX16 Sq.mm Al. cable (Double compression Gland)	Nos.		28	84.00
4CX16 Sq.mm Al. cable (Ring Type Lugs)	Nos.		112	336.00
3.5CX35 Sq.mm Al. cable (Double compression Gland)	Nos.		30	90.00
3.5CX35 Sq.mm Al. cable (Ring type Lugs)	Nos.		90	270.00
Neutral lug of 16 Sq.mm	Nos.		30	90.00
3CX2.5 Sq.mm Cu. Cable (Double compression Gland)	Nos.		464	1,392.00
3CX2.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		1392	4,176.00
4CX2.5 Sq.mm Cu. Cable (Double compression Gland)	Nos.		92	276.00
4CX2.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		368	1,104.00
STRAIGHT THROUGH JOINTING KIT				
4CX16 Sq.mm Al. cable	Nos.		4	12.00
CONTROL CABLES (1.1kV, XLPE insulation cable)				
12CX1.5 Sq.mm Cu. Cable	m.		1000	3,000.00
TERMINATION FOR THE ABOVE				
12CX1.5 Sq.mm Cu.cable (Double compression Gland)	Nos.		64	192.00
12CX1.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		768	2,304.00
CABLE TRAY AND SUPPORT SYSTEM				
PERFORATED TRAY (2mm THICK GALVANIZED TRAY)				
300mm	m.		500	1,500.00
LADDER TYPE TRAY (2mm THICK GALVANIZED TRAY)				
600mm	m.		800	2,400.00
300mm	m.		500	1,500.00
L bend	lot		1	3.00

4C X 16 SQ.MM AL. Cable	Meters		500	1,500.00
3C X 2.5 SQ.MM Cu. Cable	Meters		150	450.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		12	36.00
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		24	72.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		48	144.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		124	372.00
[illegible]				
Major Equipment for 230kV Switchyard				
230kV Post insulator	Nos.		12	12.00
230kV, 1250A Motorised Isolator with Earth switch	Nos.		2	2.00
230kV, 1250A Motorised Isolator without Earth switch	Nos.		6	6.00
198kV LigHVning arrester	Nos.		6	6.00
230kV, 1250A Circuit Breaker	Nos.		2	2.00
230kV Current transformer (protection)	Nos.		6	6.00
230kV Potential transformer (protection)	Nos.		0	
230kV Current transformer (Tariff metering)	Nos.		6	6.00
230kV Potential transformer (Tariff metering)	Nos.		6	6.00
Tariff main meter including box	Nos.		2	2.00
Tariff Check meter including box	Nos.		2	2.00
Line control and relay panel	Nos.		2	2.00
Bay Marshilling box	Nos.		2	2.00
CT junction box	Nos.		2	2.00
PT junction box	Nos.		1	1.00
230kV Tension insulator	Nos.		12	12.00
230kV Suspension insulator	Nos.		6	6.00
Number of Towers	Nos.		6	6.00
Number of Lighting cu.m ligHVning mast's	Nos.		1	1.00
Number of Girders	Nos.		3	3.00
DETAILS OF VARIOUS TYPES CLAMPS CONNECTORS (230kV, 630A)				
Rigid Connectors suitable for 2" IPS tube	Nos.		50	50.00
Flexible Connectors suitable for 2" IPS tube	Nos.		45	45.00
StrigHV through Connectors suitable for 2" IPS tube	Nos.		8	8.00
2" IPS TUBE	Nos.		200	200.00
Zebra Conductor	Meters		100	100.00
SWITCHYARD EARTHING CONDUCTOR				
75x10MM MS Flat for main earthing grid	Meters		2000	2,000.00
50x6MM GI Flat for structure, transformer, dbs and equipment earting	Meters		1000	1,000.00
40MM DIA 3M Long GI Pipe Earth Pit	Nos.		16	16.00
7/8 SWG for Shield wire	Meters		200	200.00
8 SWG wire for fencing	Meters		50	50.00
SWITCHYARD CABLE TRAY				
450MM	Meters		100	100.00
300MM	Meters		100	100.00
SWITCHYARD CONTROL CABLES				
3C X 2.5 SQ.MM Cu. Cable	Meters		800	800.00
5C X 2.5 SQ.MM Cu. Cable	Meters		350	350.00
19C X 2.5 SQ.MM Cu. Cable	Meters		250	250.00
37C X 2.5 SQ.MM Cu. Cable	Meters		300	300.00
24C X 2.5 SQ.MM Cu. Cable	Meters		300	300.00
4C X 4 SQ.MM Cu. Cable	Meters		300	300.00

4C X 16 SQ.MM AL. Cable	Meters		250	250.00
3.5C X 35 SQ.MM AL. Cable	Meters		250	250.00
SWITCHYARD CONTROL CABLES TERMINATIONS				
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		48	48.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		144	144.00
5C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		10	10.00
5C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		50	50.00
19C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		4	4.00
19C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		76	76.00
37C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		2	2.00
37C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		74	74.00
24C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		4	4.00
24C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		96	96.00
4C X 4 SQ.MM Cu. Cable [GLAND]	Nos.		8	8.00
4C X 4 SQ.MM Cu. Cable [LUG]	Nos.		32	32.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		8	8.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		32	32.00
3.5C X 35 SQ.MM AL. Cable [GLAND]	Nos.		4	4.00
3.5C X 35 SQ.MM AL. Cable [LUG]	Nos.		12	12.00
SWITCHYARD LIGHTING AND ACCESSORIES				
15 M Swaged flood Lighting Pole including Junction box and nuts and BOLTS	Nos.		1	1.00
250W HPSV lamp	Nos.		3	3.00
4C X 16 SQ.MM AL. Cable	Meters		150	150.00
3C X 2.5 SQ.MM Cu. Cable	Meters		50	50.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		2	2.00
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		8	8.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		8	8.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		24	24.00
[illegible]				
BAY EXTENSION AT SUBSTATION AREA				
Lightening Arrester	Nos.		**6**	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		2.1	2.10
Foundation Bolts + Bolts and Nuts	MT		0.4	0.42
FOUNDATION				
Excavation	cu.m		126.0	126.00
Backfilling	cu.m		100.8	100.80
Removal of Surplus Earth	cu.m		25.2	25.20
PCC (M10)	cu.m		1.7	1.68
RCC (M20)	cu.m		11.8	11.76
Rebar (Fe 500)	MT		0.7	0.67
Shuttering	sq. m		67.2	67.20
Volume of Grout	cu.m		0.2	0.18
Current Transformers/Metering Current Transformer	Nos.		**12**	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		2.7	2.69
Foundation Bolts	MT		0.5	0.50
Bolts and Nuts	MT		0.3	0.25
FOUNDATION				
Excavation	cu.m		302.4	302.40
Backfilling	cu.m		272.2	272.16
Removal of Surplus	cu.m		30.2	30.24
PCC (M10)	cu.m		6.7	6.72
RCC (M25)	cu.m		38.6	38.64
Rebar (Fe 500)	MT		1.1	1.06

Shuttering	sq. m		157.9	157.92
Volume of Grout	cu.m		0.2	0.24
Potential Transformer/Voltage Transformer	Nos.		6	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		1	1.34
Foundation Bolts	MT		0.04	0.04
Bolts and Nuts	MT		0.04	0.04
FOUNDATION				
Excavation	cu.m		117.6	117.60
Backfilling	cu.m		92.4	92.40
Removal of Surplus Earth	cu.m		25.2	25.20
PCC (M10)	cu.m		2.5	2.52
RCC (M25)	cu.m		12.6	12.60
Rebar (Fe 500)	MT		0.7	0.71
Shuttering	sq. m		67.2	67.20
Volume of Grout	cu.m		0.1	0.12
SF6 Circuit Breaker (3Ph.)	Nos.		2	2.00
STRUCTURE				
FOUNDATION				
Excavation	cu.m		92.4	92.40
Backfilling	cu.m		72.8	72.80
Removal of Surplus Earth	cu.m		19.6	19.60
PCC (M10)	cu.m		2.2	2.24
RCC (M25)	cu.m		19.6	19.60
Rebar (Fe 500)	MT		1.4	1.40
Shuttering	sq. m		78.4	78.40
Volume of Grout	cu.m		0.04	0.04
ISOLATOR - (One pole, three Phase)				
With ES (3ph)	Nos.		2	2.00
Without ES (3ph)	Nos.		6	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		4	4.48
Foundation Bolts	MT		0.10	0.10
Bolts and Nuts	MT		0.06	0.06
FOUNDATION				
Excavation	cu.m		213	212.80
Backfilling	cu.m		188	188.16
Removal of Surplus Earth	cu.m		25	24.64
PCC (M10)	cu.m		5	4.70
RCC (M25)	cu.m		21	21.28
Rebar (Fe 500)	MT		3	2.60
Shuttering	sq. m		146	145.60
Volume of Grout	cu.m		0	0.16
Bus Post Insulator (BPI)	Nos.		12	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		5	5.04
Foundation Bolts	MT		0.15	0.15
Bolts and Nuts	MT		0.08	0.08
FOUNDATION				
Excavation	cu.m		285.60	285.60
Backfilling	cu.m		184.80	184.80
Removal of Surplus Earth	cu.m		100.80	100.80
PCC (M10)	cu.m		6.72	6.72
RCC (M25)	cu.m		33.60	33.60

Rebar (Fe 500)	MT		1.06	1.06
Shuttering	sq. m		112.56	112.56
TOWERS AND GIRDERS				
Girder	Nos.		3	3.00
Structural Steel (Lattice)	MT		6.30	6.30
Bolts and Nuts	MT		0.40	0.40
Towers	Nos.		6	6.00
Structural Steel (Lattice)	MT		21.0	21.00
Foundation Bolts	MT		0.84	0.84
Bolts and Nuts	MT		1.34	1.34
FOUNDATION				
Excavation	cu.m		232.68	232.68
Backfilling	cu.m		197.40	197.40
Removal of Surplus Earth	cu.m		35.28	35.28
PCC (M10)	cu.m		10.08	10.08
RCC (M25)	cu.m		100.80	100.80
Rebar (Fe 500)	MT		10.08	10.08
Shuttering	sq. m		294.00	294.00
Fencing for Switchyard - 1.50m Height of GI Wire Mesh Fencing	RM		200	200.00
GATE FOR SWITCHYARD	Nos.		1	1.00
Lighting Mast	Nos.		1	1.00
Structural Steel (Lattice)	MT		0.25	0.25
Foundation Bolts	MT		0.01	0.01
Bolts and Nuts	MT		0.005	0.01
Foundation				
Excavation	cu.m		1.7	1.70
PCC (1:3:6)	cu.m		0.2	0.20
Concrete(M25)	cu.m		0.8	0.80
Rebar (Fe 500)	MT		0.015	0.02
RCC CABLE TRENCH INSIDE BAY EXTENSION				
Type-A-(600Wx800Dmm)	RM		**250.0**	250.00
Excavation	cu.m		295.0	295.00
PCC (M10)	cu.m		20.0	20.00
RCC (M25)	cu.m		82.5	82.50
Rebar (Fe 500)	MT		10.5	10.50
Shuttering	sq. m		875.0	875.00
Structural Steel	MT		9.0	9.00
Precast Cover Slab - (600W x 1000L MM)	Nos.		250.0	250.00
PROPOSED TRANSMISSION LINE ROUTE LENGTH [illegible] KM (APPROX.)				
*WIND SPAN-335m, ACSR(ZEBRA) CONDUCTOR & GSS EARTHWIRE				
TRANSMISSION LINE TOWER				
Total Nos. of Tower = 2 Nos.				
Steel Weight for Normal Tower - 1 Nos. (Including B&N, STUB & SST)	MT		6.08	6.08
Steel Weight for Normal Tower + 3 M EXT - 1 Nos. (Including B&N, STUB&SST)	MT		6.41	6.41
Foundation				
Soil Excavation	cu.m		60.32	60.32
RCC - M25 Grade	cu.m		8.32	8.32
PCC- M10	cu.m		1.04	1.04
Rebar - Fe500 Grade	MT		0.57	0.57

HARDWARE:				
ACSR -Zebra Conductor- 2400 Meters	m		2400	2,400.00
7/3.18 GS -Earth Wire- 420 Meters	m		420	420.00
70KN Single Suspension Insulator Discs– 260 Nos.	Nos.		260	260.00
Single Suspension Insulator Hardware Fittings	Nos.		18	18.00
Mid Span Compression	Nos.		6	6.00
Repair Sleeve	Nos.		8	8.00
Vibration Damper	Nos.		8	8.00
Flexible Copper Earth Bond	Nos.		4	4.00
Suspension Clamp Assembly	Nos.		15	15.00
Tension Clamp Assembly	Nos.		4	4.00
Vibration Damper for Earth Wire	Nos.		14	14.00
Towering Accessories like Number Plate, Danger Plate, Circuit Plate, ACD and Tower Earthing	SETS		2	2.00
Note: Include Additional Price for Foundation Works, Tower Erection, Condutor/EW - Stringing & Commissioning				
220KV DC TRANSMISSION LINE FOR TENSION				
***WIND SPAN-335m, ACSR(ZEBRA) CONDUCTOR & GSS EARTHWIRE**				
TRANSMISSOIN LINE TOWER				
Total Nos. of Tower = 3 Nos.				
Steel Weight for Normal Tower - 2 Nos. (Including B & N, STUB & SST)	MT		26.78	26.78
Steel Weight for Normal Tower + 3 M Ext - 1 Nos. (Including B & N, STUB & SST)	MT		14.23	14.23
FOUNDATION				
Soil Excavation	cu.m		255.84	255.84
RCC - M25 Grade	cu.m		31.82	31.82
PCC- M10	cu.m		4.68	4.68
Rebar - Fe500 Grade	MT		2.50	2.50
HARDWARE				
ACSR -Zebra Conductor- 3950 Meters	m		3950	3,950.00
7/3.18 GS -Earth Wire- 650 Meters	m		650	650.00
120kN Tension Insulator Discs – 765 Nos.	Nos.		765	765.00
Single Tension Insulator Hardware Fittings Complete	Nos.		45	45.00
Mid Span Compression Joint	Nos.		25	25.00
Repair Sleeve	Nos.		8	8.00
Vibration Damper	Nos.		20	20.00
Pilot Insulator Hardware Strings = 16 Nos.	SETS		16	16.00
120kN Pilot Insulator Discs – 340 Nos.	Nos.		340	340.00
Flexible Copper Earth Bond	Nos.		8	8.00
Suspension Clamp Assembly	Nos.		3	3.00
Tension Clamp Assembly	Nos.		40	40.00
Vibration Damper for Earth Wire	Nos.		15	15.00
Tower Accessories like Number Plate, Danger Plate, Circuit Plate, ACD and Towering Earthing	SETS		3	3.00
[redacted]				
MODULE MOUNTING STRUCTURE (FIXED) & FOUNDATION				
i) Structure with Cold Form Sections with Yingli Polycrystalline 300Wp Module (2x19)	MT		2514	2,514.00
Number of Structures = 4255 Nos; Conficguration of Structure = 2 x 19;				
Nos. of Modules per Structure = 38 Nos. ;				
Total Weight of Structure Excluding Weight of B & N = 492.5 kg				
ii) WEIGHT OF BOLTS & NUTS				
Weight of Stainless Steel B & N = (4.45 kg /Structure)	MT		23.0	23.00

iii) WEIGHT OF GI BOLTS & NUTS				
Weight of B & N = (15 kg /Structure)	MT		76.5	76.50

PART - B				
FOUNDATION FOR MODULE MOUNTING STRUCUTRE				
LONG STUB FOUNDATION (1.75m DEPTH and 0.3m DIAMETER)				
Weight of Lipped Channel Section = (11.5 kg/Foundation)	MT		383	383.36
Per Structure 8 Nos. of Foundations; Total Nos. of Foundations = 8x4167 =	Nos.		40,832	40,832.00
Pile Boring Length With 300MM Dia Pile and 1.75M Deep (Stub Embedment Below G.L is 1.70M)	RM		71456	71,456.00
Volume of Concrete for One Foundation (M25 Grade) = 0.130 cu.m Total Volume of Concrete =	cu.m		5309	5,309.00
Area of Shuttering per Structure = (0.6 m2) (With 75mm Projection Above F.G.L)	sq.m		3063	3,063.00
DC PACKAGE				
CABLE TRENCH - STRUCTURE TO INVERTER ROOM - (BURIED TYPE)				
Type - A - (800W X 800D mm)	**RM**		**15000**	15,000.00
Excavation	cu.m		9600	9,600.00
Backfilling	cu.m		5400	5,400.00
Surplus Earth	cu.m		4200	4,200.00
Sand Filling (800Wx250D)	cu.m		3000	3,000.00
2nd Class Brick Layed above Sand Filling (800Wx100D)	cu.m		1200	1,200.00
Warning Tape	RM		15000	15,000.00
Type - B - (1000W X 800D mm)	**RM**		**2200**	2,200.00
Excavation	cu.m		2400	2,400.00
Backfilling	cu.m		1350	1,350.00
Surplus Earth	cu.m		1050	1,050.00
Sand Filling (1000Wx250D)	cu.m		750	750.00
2nd Class Brick Laid above Sand Filling (1000Wx100D)	cu.m		300	300.00
Warning Tape	RM		3000	3,000.00
Type - C - (1200W X 800D mm)	**RM**		**350**	350.00
Excavation	cu.m		480	480.00
Backfilling	cu.m		270	270.00
Surplus Earth	cu.m		210	210.00
Sanding Filling (1200Wx250D)	cu.m		150	150.00
2nd Class Brick Laid above Sand Filling (1200Wx100D)	cu.m		60	60.00
Warning Tape	RM		500	500.00
Structure Support for SMB	**Nos.**		**704**	704.00
Soil Boring for Pile Dia 300mm to a Depth of 600mm below FGL	RM		845	845.00
Concrete (M25 Grade)	cu.m		33	33.00
Structural Steel	MT		32.0	32.00
Bolts & Nuts	MT		1.5	1.50
Lightening Arrestor Pole Foundation	**Nos.**		**44.0**	44.00
Concrete (M25 Grade)	cu.m		4.8	4.80
Surplus Earth	cu.m		4.8	4.80
Rebar (Fe 500)	MT		0.8	0.80
Soil Boring for Pile Dia 300mm to a Depth of 1500mm Below FGL	RM		66.0	66.00
INVERTER ROOM - BLOCK FOUNDATION WITH CANOPY SHED				
Block Foundation - (12 x 8.5m)	**Nos.**		**22**	22.00
FOUNDATION				
Volume of Excavation for Inverter Block	cu.m		1320.0	1,320.00
PCC (M10 Grade)	cu.m		209.0	209.00

RCC (M25 GRADE)				
For 150mm Thick Grade Slab	cu.m		374.0	374.00
STONE MASONRY 350MM THICK				
For Platforms & Steps (CM - 1:6)	cu.m		792.0	792.00
WEIGHT OF REINFORCEMENT- (Fe 500)				
For Grade Slab	MT		44.0	44.00
AREA FOR SHUTTERING WORK				
For Grade Slab	sq. m		660.0	660.00
PLASTERING				
External Plastering with 12mm THK (1:6 cm)	sq. m		3960.0	3,960.00
Morrum Filling	cu.m		1760.0	1,760.00
OVER HEAD CANOPY SHED (13 X 11M)				
Over Head Shed Structure is Galvainized Sheet	sq. m		3300.0	3,300.00
STRUCTURAL STEEL - FOR SHED				
Structural Steel Members for Shed - Pipe Sections, Square Tubes, Rectangular Tubes	MT		77.0	77.00
Steel Channel Support for Inverters/RMU/UPS	MT		22.0	22.00
Anchor Bolts - 16mm Dia- 500mm Length	MT		0.9	0.90
Bolts & Nuts for Fixing Sheets & Pipes	MT		1.2	1.20
FOUNDATION				
RCC (M25 Grade)	cu.m		92.7	92.70
Shuttering	sq. m		59.4	59.40
Weight of Reinforcement -Fe500 Grade	MT		6.4	6.40
Driving Length of Pile Foundation for Overhead Shed - 2.5m Depth & 450mm Dia	RM		550.0	550.00
RCC CABLE TRENCH INSIDE INVERTER ROOM				
TYPE-A - (1200Wx1500D mm) Type - A - (1200Wx1500D mm)	RM		**600.0**	600.00
Excavation	cu.m		654.0	654.00
Surplus Earth	cu.m		654.0	654.00
PCC (M10)	cu.m		67.8	67.80
RCC (M25)	cu.m		258.0	258.00
Rebar - Fe 500	MT		27.0	27.00
Shuttering	sq. m		1980.0	1,980.00
Structural Steel	MT		6.0	6.00
Chequred Plate	MT		12.0	12.00
1.4 MVA - Inverter Duty Transformer -(Without Oil Sump Pit)	Nos.		44	44.00
FOUNDATION FOR 1.4MVA TRANSFORMER				
Excavation	cu.m		1320	1,320.00
PCC (M10)	cu.m		110	110.00
RCC (M25)	cu.m		484	484.00
Rebar (Fe 500)	MT		30.7	30.70
Shuttering	sq.m		2200	2,200.00
Anchor Bolts M16 - 300 mm Length	Nos.		528	528.00
Structural Steel	MT		3.52	3.52
40mm Gravel Filling	cu.m		616	616.00
FENCING - 1.50m HV , 75x75x6 ANGLE POST , 2.5M c/c WITH WIREMESH 75 x75 mm WITH (230x350mm) MASONRY WORK	RM		748	748.00
GATE - 3.75m WIDE x 1.50m HEIGHV	Nos.		44	44.00

PVC-PIPE SLEEVE - 300mm DIA PIPE FOR CABLE ENTRY/OUTGOING INVERTER FOUNDATION BLOCK - 5000mm LENGTH EACH	Nos.		352	352.00
INVERTER ROOM ACCESSORIES				
Brickwork for Steps at Front and Backside of Inverter Room	Nos.		22	22.00
Brick Masonry	cu.m		22.0	22.00
(Cement Mortar 1:6) 12mm THK Pastering for Side Walls of Steps	sq. m		110.0	110.00
Firewall with two Transformers for Inverter Shed (5.5m Length/Wall)	Nos.		44	44.00
Excavation	cu.m		620.8	620.80
Backfilling	cu.m		523.2	523.20
Surplus Earth	cu.m		97.7	97.70
PCC(M10)	cu.m		33.7	33.70
RCC (M25 GRADE)				
Plinth Beam	cu.m		26.4	26.40
Lintel Beam	cu.m		26.4	26.40
Column	cu.m		61.6	61.60
Footing	cu.m		66.0	66.00
WEIGHT OF REINFORCEMENT				
Plinth Beam	MT		3.5	3.50
Lintel Beam	MT		3.5	3.50
Column	MT		5.3	5.30
Footing	MT		5.3	5.30
AREA FOR SHUTTERING WORK				
Plinth Beam	sq.m		114.8	114.80
Lintel Beam	sq.m		217.1	217.10
Column	sq.m		640.6	640.60
Footing	sq.m		158.4	158.40
Brick Work - 350mm Thick	cu.m		238.9	238.90
Plastering	sq.m		1900.8	1,900.80
CABLE TRENCH (AC EVACUVATION) - INVERTER ROOM TO CONTROL ROOM - (BURIED TYPE)				
Type - A - (2750W x 1250D mm)	RM		354.8	354.80
Excavation	cu.m		1220.3	1,220.30
Backfilling	cu.m		926.6	926.60
Surplus Earth	cu.m		293.8	293.80
Sanding Filling (2750W x 200D)	cu.m		295.3	295.30
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		97.6	97.60
Warning Tape	RM		355.0	355.00
Type - B - (1750W x 1250D mm)	RM		638.7	638.70
Excavation	cu.m		1400.0	1,400.00
Backfilling	cu.m		164.3	164.30
Surplus Earth	cu.m		335.7	335.70
Sand Filling (1750Wx200D)	cu.m		224.0	224.00
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		112.0	112.00
Warning Tape	RM		640.0	640.00
TYPE - C - (1500W x 1250D mm)	RM		1850.0	1,850.00
Excavation	cu.m		3468.8	3,468.80
Backfilling	cu.m		2636.3	2,636.30
Surplus Earth	cu.m		832.5	832.50
Sanding Filling (1500Wx200D)	cu.m		555.0	555.00
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		277.5	277.50
Warning Tape	RM		1850.0	1,850.00
TYPE - D - (1000W x 1250D mm)	RM		283.9	283.90
Excavation	cu.m		355.0	355.00
Backfilling	cu.m		269.8	269.80
Surplus Earth	cu.m		298.2	298.20

Sand Filling (1000Wx200D)	cu.m		56.8	56.80
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		28.4	28.40
Warning Tape	RM		284.0	284.00
TYPE - E - (800W x 1250D mm)	RM		**851.6**	851.60
Excavation	cu.m		852.0	852.00
Backfilling	cu.m		647.5	647.50
Surplus Earth	cu.m		204.5	204.50
Sand Filling (800Wx200D)	cu.m		136.3	136.30
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		68.2	68.20
Warning Tape	RM		852.0	852.00
STORM WATER DRAINAGE - BRICK MASONRY/RR STONE MASONARY (RECTANGULAR) - INNER DIMENSION (0.8WX0.8D M), WALL THICKNESS -				
TOTAL LENGTH	**RM**		**10645.16**	10,645.16
Excavation	cu.m		22470.0	22,470.00
Backfilling	cu.m		7597.0	7,597.00
Surplus Earth	cu.m		14873.0	14,873.00
Pointing - Cement Mortar - 1:3	sq. m		21400.0	21,400.00
350THK Stone Masonry With CM 1:6	cu.m		6420.0	6,420.00
PCC M10 - 100 THK	cu.m		2247.0	2,247.00
Plastering for Inner Exposed Surface with CM 1:4	sq. m		23540.0	23,540.00
NP-3 CLASS HUME PIPE - AC CABLE/DRAIN/ROAD CROSSING				
300/400/500/700 MM DIA Hume Pipe -Single -7.50M Length	Nos.		150	150.00
Bitumen Road (3.75m Wide + 1m Shoulder on Both Sides of Road) - From Main Entry Gate to Control Room	RM		500	500.00
WBM Road (3.75m Wide + 0.5m Wide Shoulder on Both Sides of Road) - For all Inverter Rooms	RM		3750	3,750.00
150MM SAND GRAVEL MIX FOLLOWED WITH 150mm WBM GRADE III - 95% COMPACTION BY USING 6-10 TON ROLLER WITH 6 PASSES				
Periphery Boundary Access - Providing Space, Clearing Vegetation & Light Compaction - 3.75m Wide	sq. m		14265	14,265.00
Fencing for Solar Field - Chain Link Wire Mesh with Barbed Wire - 2.0m Height above Ground Level	RM		3190	3,190.00
GI Chain Link Diamond Mesh (75 x 75) - 8 Gauge	sq. m		4466	4,466.00
Barbed Wire - 12 Gauge, with 3 Strands	RM		9570	9,570.00
Steel Post of L75x75x6, 0.5m Below Ground & 2m Hieght above GL & Spacking of Adjacent Poles at 3m C/C	MT		21.69	21.69
Pile Foundation (300mm Dia & 1.0m Deep) - 1064 Nos.				
Soil Boring to Depth of 1m/Foundation For 300mm Dia Pile, Length of Boring	RM		1063	1,063.33
PCC M20 Grade	cu.m		293	293.13
MISCELLANIOUS				
Main Entry Gate	Nos.		1	1.00
SECURITY KIOSK				
Prefab (2.5x2.5x3m)	Nos.		1	1.00
Prefab (1.2x1.2x3m)	Nos.		4	4.00
CONTROL ROOM BUILDING - RCC FRAMED STRUCTURE				
Room Size (25 X 14m)	Nos.		1	1.00
EARTHWORK				
Volume of Excavation	cu.m		421.0	421.00
Volume of Backfilling	cu.m		377.0	377.00

Removal of Surplus Earth	cu.m		44.0	44.00
PCC (M10 GRADE)				
Volume of PCC (1:3:6) (For Footing + Below Plinth Wall)	cu.m		15.0	15.00
Volume of PCC for Flooring (1:3:6)	cu.m		15.4	15.40
RCC (M25 GRADE)				
Lintel cu.m Sunshade	cu.m		9.5	9.50
Plinth Beam	cu.m		12.5	12.50
Roof Beam	cu.m		29.0	29.00
Roof Slab - 150 THK	cu.m		53.0	53.00
Column	cu.m		21.5	21.50
Footing	cu.m		26.5	26.50
Flooring	cu.m		13.5	13.50
WEIGHT OF REINFORCEMENT				
Lintel cu.m Sunshade	MT		1.4	1.40
Plinth Beam	MT		1.5	1.50
Roof Beam	MT		3.5	3.50
Roof Slab	MT		4.0	4.00
Column	MT		3.2	3.15
Footing	MT		2.5	2.50
Flooring	MT		1.4	1.40
AREA FOR SHUTTERING WORK				
Lintel cu.m Sunshade	sq. m		77.0	77.00
Plinth Beam	sq. m		95.0	95.00
Roof Beam	sq. m		247.0	247.00
Roof Slab	sq. m		350.0	350.00
Column	sq. m		222.0	222.00
Footing	sq. m		52.0	52.00
Damp Proof Course (1:2:4) - 50mm Thick	sq. m		350.0	350.00
Brickwork 115mm Thick With 1:6 CM	cu.m		5.5	5.50
Brickwork 230mm Thick With 1:6 CM	cu.m		88.0	88.00
Brickwork 350mm Thick With 1:6 CM	cu.m		34.0	34.00
Brickwork for Steps at Front and Backside of Control Room	Nos.		2.0	2.00
Brick Masonry	cu.m		4.2	4.22
Plastering For Side Walls of Steps	sq. m		7.7	7.68
PLASTERING				
External Wall Plastering 12mm THK + 6mm THK in 2 Layers CM (1:5)	sq. m		542.0	542.00
Interal Wall Plastering (Cement Mortar 1:4 - 12mm THK)	sq. m		530.0	530.00
Ceiling Plastering (Cement Mortar 1:4 - 6mm THK)	sq. m		309.0	309.00
FLOOR FINISHING				
Veritified Tile Flooring	sq. m		178.0	178.00
Heavy Duty Ceramic Tile Flooring	sq. m		30.0	30.00
Acid/Akali Resistant Tile	sq. m		13.0	13.00
WALL FINISHES				
Internal Wall - Oil Bound Distamber	sq. m		530.0	530.00
White Wash in Ceiling	sq. m		309.0	309.00
External Wall Painting - (Acrylic Emulsion Paint)	sq. m		542.0	542.00
ROOF INSULATION				
WEATHER PROOF				
20mm THK layer of Cement Mortar of Mix 1:5 Admixed with Water Proofing Compound	sq. m		350.0	350.00
100mm THK Cement Concrete using Brick Bats 25mm to 100mm Size with 50% of Cement Mortar (1:5) Admixed with Water Proofing Compound.	sq. m		350.0	350.00

20mm THK Jointless Cement Mortar Mix (1:4) Admixed with Water Proofing Compound	sq. m		350.0	350.00
Rain Water Down Pipes (UPVC - 100mm Dia)	RM		40.0	40.00
JOINERIES				
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 1500)	sq. m		14.2	14.18
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 750)	sq. m		0.5	0.53
Power Coated Aluminium Fire Proof Door Frame with Glazed Double Door Shutter (2100 x 1800)	sq. m		7.6	7.56
PVC Door Frame with 30mm Thick Flush Door Single Shutter (750 x 2100)	sq. m		1.6	1.58
Power Coated Aluminium Fire Proof Door Frame with Glazed Single Door Shutter (2100 x 1200)	sq. m		5.0	5.04
Aluminium Door Frame with Single Door Shutter (12mm Thick Mainated Board) (2100 x 1000)	sq. m		6.3	6.30
Partly Openable Partly Fixed Glazed Ventilator with Power Coated Section (400 x 600)	sq. m		1.2	1.20
Standard Steel Rolling Shutter (2500 x 3000)	sq. m		7.5	7.50
PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING				
Well Compacted Brick Bats - 75mm THK	cu.m		4.7	4.73
PCC (M10) - 50mm THK	cu.m		3.2	3.15
RCC CABLE TRNCH INSIDE CONTROL ROOM BUILDING				
Type - A - (2800W x 2200D mm)	RM		**24.0**	24.00
Excavation	cu.m		207.8	207.84
PCC (M10)	cu.m		6.0	6.00
RCC (M25)	cu.m		36.5	36.48
Rebar - Fe 500	MT		2.6	2.64
Shuttering	sq. m		110.4	110.40
Structural Steel	MT		1.4	1.44
Chequred Plate	MT		1.2	1.20
Type - B - (1500W x 1200D mm)	RM		**30.0**	30.00
Excavation	cu.m		97.5	97.50
PCC (M10)	cu.m		4.5	4.50
RCC (M25)	cu.m		25.8	25.80
Rebar - Fe 500	MT		1.8	1.80
Shuttering	sq. m		75.0	75.00
Structural Steel	MT		0.6	0.60
Chequred Plate	MT		0.6	0.60
TYPE-C - (300Wx500D mm)	RM		**10.0**	10.00
Excavation	cu.m		9.1	9.10
PCC (M10)	cu.m		0.6	0.60
RCC (M25)	cu.m		3.4	3.40
Rebar - Fe 500	MT		0.3	0.27
Shuttering	sq. m		11.4	11.40
Structural Steel	MT		0.1	0.05
Chequred Plate	MT		0.2	0.20
PVC Pipe Sleeve - 300mm Dia Pipe for Cable Entry into Control Room - 500mm Length each	Nos.		**50**	50.00
OTHERS				
Structural Steel Ladder	LOT		1	1.00
SEWERAGE SYSTEM				
Septic Tank for 20 Users along with Soak Pit	set.		1	1.00
Excavation	cu.m		42.7	42.73
PCC (M10)	cu.m		1.7	1.73
Brick Work in CM (1:6)	cu.m		12.5	12.48
Plastering in CM (1:3)	Sq. m		30.0	30.00

RCC (M25)	cu.m		5.4	5.41
Reinforcement	MT		0.2	0.15
Shuttering	Sq. m		10.0	10.00
100 Dia. AC Ventilating Pipe 4.5m Long with Cowl	set.		1.0	1.00
600 x 600mm. Size CI Manhole Cover with Frame	set.		1.0	1.00
450 x 450mm. Size CI Manhole Cover with Frame	set.		3.0	3.00
Sewerage Line through 100 Dia. SW Pipe	RM		15.0	15.00
WATER SUPPLY & SANITARY				
Wash Basin (Color, Oval Shape) (450 x 550) with all Fittings to be Fixed on Concrete Platform finished with 12mm Thick Polished Granite Stone	Nos.		1	1.00
WC (Western Type) 390mm. high with Toilet Paper Roll Holder and all Fittings	Nos.		2	2.00
Urinal with all Fittings with Photo Volvic Control Flushing System	Nos.		2	2.00
Gully Trap	Nos.		1	1.00
Towel Rod, Soap Holder & Mirror	Nos.		1	1.00
Bib Cock	Nos.		2	2.00
Nally Trap	Nos.		1	1.00
Man Hole Chamber (450 x 450)	Nos.		1	1.00
Supply and Distribution of Cold Water for use within Administration Building with GI Pipes	lot		1	1.00
Providing, Supplying and Fixing CI for Soil and Drain Pipes Underground including all Fittings such as Bends, Tees, Branches Clamps, Reducers	lot		1	1.00
PVC Water Storage Tank - Sintex or Equivalent make Conforming to IS:12701 - 1000 LIT Capacity	Nos.		1.0	1.00
Office Furnitures - Table, Desks & Chairs etc.	LOT		1.0	1.00
RAMP AT ENTRANCE OF CONTROL ROOM				
M25 - Grade Slab	cu.m		2.1	2.10
Rebar - Fe 500	MT		0.1	0.08
Brickwork 350mm Thick	cu.m		1.1	1.05
Compacted Earth Filling	cu.m		9.0	9.00
Plastering - 12mm THK	sq. m		6.0	6.00
COMPOSITE ROOF SLAB				
Structural Steel for Beams including Connecting Angles and Plates	MT		11.8	11.80
Bolts and Nuts	MT		0.03	0.03
Sheeting for Roof Metal Deck (1.25mm THK) including Lapping	sq. m		350.0	350.00
Rebar - Fe 500	MT		1.6	1.55
Concrete for Roof Slab and Belv Beam	cu.m		42.0	42.00
Site Preperation - Grading & Leveling (Clearing Vegetation & Site Clearing need to be considered)	acres		154	154.00
LIGHTING POLE				
Foundation	Nos.		45	45.00
Soil Boring to Depth of 1.2m/Foundation for 350mm Dia Pile, Total Length of Boring	RM		54	54.00
RCC M20	cu.m		9.0	9.00
Rebar - Fe 500	MT		0.42	0.42
MODULE CLEANING SYSTEM AND PIPING WITH UNDERGROUND RCC WATER TANKS				
UNDER GROUND RCC WATER STORAGE TANK				
TANK SIZE: 4x3.5x2 M	Nos.		4	4.00
Excavation for Underground RCC Tanks	cu.m		184	184.00
Backfilling	cu.m		64	64.00
Surplus Earth	cu.m		120	120.00
PCC (1:3:6)	cu.m		6	6.00
RCC M25	cu.m		60	60.00
Rebar - Fe 500	MT		5	5.20

Shuttering	Sq.m		360	360.00
TANK ACCESSORIES FOR UNDERGROUND RCC TANKS				
Man Hole (1 sq.m) Cover - Steel	Nos.		4	4.00
Structural Steel - Fixtures, Bolts & Nuts Structural Steel	MT		0.4	0.40
PIPE QUANTITY				
65mm Dia - HDPE/PVC Pipe from Bore Well to Water Tank	RM		100	100.00
50mm DIA -HDPE/PVC PIPE BETWEEN WATER TANKS	RM		2150	2,150.00
Perforated 12 in. PVC Pipe for Borewell	FT		600	600.00
FIXTURES (FOR 65mm DIA PIPE , FROM BOREWELL TO WATER TANK)				
T-Bends (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		5	5.00
Gate Valve	Nos.		4	4.00
90 Deg Bend (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		6	6.00
45 Deg Bend (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		5	5.00
Joiners for Connecting Pipes (Considering Single Pipe of 6m. Length)	Nos.		17	16.67
FIXTURES (FOR 50mm DIA PIPE , BETWEEN WATER TANKS)				
T-Bends (for 50mm. Dia Pipe) (between Two Water Tanks)	Nos.		10	10.00
Gate Valve	Nos.		10	10.00
90 Deg Bend (For 50mm. Dia Pipe) (Pipe Line Connecting Two Water Tanks)	Nos.		60	60.00
45 Deg Bend (For 50mm. Dia Pipe) (Pipe Line Connecting Two Water Tanks)	Nos.		20	20.00
Joiners for Connecting Pipes (Considering Single Pipe of 6m. Length)	Nos.		358	358.33
PUMP & MOTOR				
Bore Well Sub-Merisible Pump with Motor - 10 HP Motor	Nos.		2	2.00
Pump with Motor - 5 HP Motor (for Supplying Water between Water Tanks)	Nos.		3	3.00
0.5 HP Motors for Drawing Water from the Tank into the Module Cleaning Vehicle	Nos.		4	4.00
A) Trench for Road Crossing (400W X 300D mm)	RM		100	100.00
Excavation	cu.m		12	12.00
Surplus Earth	cu.m		8	8.00
Backfilling	cu.m		4	4.00
Sand Filling - 200mm. THK	cu.m		8	8.00
Hume Pipe (100mm. Dia, 5m. Long)	Nos.		10	10.00
B) Trech for Pipeline (300W x 300D mm.)	RM		2150	2,150.00
Excavation	cu.m		193.5	193.50
Backfilling	cu.m		64.5	64.50
Surplus Earth	cu.m		129	129.00
Sand Filling - 200mm. THK	cu.m		129	129.00
C) Pipeline at Drain Crossing			13	13.00
PCC (M10) Pedestal (275 x 275 mm.)	cu.m		0.559	0.56
Module Cleaning by Mobile Vehicle - with 5000 Liters Capacity Water Tank	Nos.		4	4.00
Nos. of Borewells	Nos.		2	2.00
Ro Plant (if Required)	LOT		1	1.00
230kV SWITCHYARD				
POOLING STATION BUILDING - RCC FRAMED STRUCTURE				
Room Size (20 x 12m)	Nos.		1	1.00
EARTHWORK				
Volume of Excavation	cu.m		280.0	280.00
Volume of Backfilling	cu.m		241.0	241.00
Removal of Surplus Earth	cu.m		39.0	39.00

PCC (M10 GRADE)				
Volume of PCC (1:3:6) (For Footing + below Plinth Wall)	cu.m		14.0	14.00
Volume of PCC for Flooring (1:3:6)	cu.m		13.0	13.00
RCC (M25 GRADE)				
Lintel cu.m Sunshade	cu.m		8.2	8.20
Plinth Beam	cu.m		9.3	9.30
Roof Beam	cu.m		24.0	24.00
Roof Slab - 150 THK	cu.m		36.0	36.00
Column	cu.m		20.0	20.00
Footing	cu.m		25.0	25.00
Flooring	cu.m		13.0	13.00
WEIGHT OF REINFORCEMENT				
Lintel cu.m Sunshade	MT		1.2	1.20
Plinth Beam	MT		1.3	1.30
Roof Beam	MT		3.3	3.30
Roof Slab	MT		2.7	2.70
Column	MT		3.0	3.00
Footing	MT		1.7	1.72
Flooring	MT		1.4	1.40
AREA FOR SHUTTERING WORK				
Lintel cu.m Sunshade	sq. m		63	63.00
Plinth Beam	sq. m		80	80.00
Roof Beam	sq. m		202	202.00
Roof Slab	sq. m		250	250.00
Column	sq. m		196	196.00
Footing	sq. m		45	45.00
Damp Proof Course (1:2:4) - 50mm. Thick	sq. m		240	240.00
Brickwork 115 mm. thick with 1:6 CM	cu.m		7	7.00
Brickwork 230 mm. thick with 1:6 CM	cu.m		97	97.00
Brickwork for Steps at Front and Backside of Control Room	Nos.		2	2.00
Brick Masonry	cu.m		4.2	4.22
Plastering for Side Walls of Steps	sq. m		7.7	7.68
PLASTERING				
External Wall Plastering 12mm. THK + 6mm THK in 2 Layers CM (1:5)	sq. m		373	373.00
Internal Wall Platering (Cement Mortar 1:4 - 12mm. THK)	sq. m		594	594.00
Ceiling Plastering (Cement Mortar 1:4 - 6mm. THK)	sq. m		240	240.00
FLOOR FINISHING				
Virtified Tile Flooring	sq. m		116	116.00
Heavy Duty Ceramic Tile Flooring	sq. m		28	28.00
Acid/Alkali Resistant Tile	sq. m		13	13.00
WALL FINISHES				
Internal Wall - Oil Bound Distamber	sq. m		594	594.00
White Wash in Ceiling	sq. m		240	240.00
External Wall Painting - (Acrylic Emulsion Paint)	sq. m		373	373.00
ROOF INSULATION				
Weather Proof				
20mm. THK Layer of Cement Mortor of Mix 1:5 Admixed with Water Proofing Compound	sq. m		240	240.00
100mm. THK Cement Concrete using Brick Bats 25mm. to 100mm. size with 50% of Cement Mortor (1:5) Admixed with Water Proofing Compound	sq. m		240	240.00
20mm. THK Jointless Cement Motor Mix (1:4) Admixed with Water Proofing Compound	sq. m		240	240.00
Rain Water Down Pipes (UPVC - 100mm. Dia)	RM		40	40.00

JOINERIES				
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 1500)	sq. m		10.1	10.13
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 750)	sq. m		0.5	0.53
Power Coated Aluminium Fireproof Door Frame with Glazed Door Shutter (2100 x 1800)	sq. m		7.6	7.56
PVC Door Frame with 30mm. thick Flush Door Single Shutter (750 x 2100)	sq. m		1.6	1.58
Power Coated Aluminium Fireproof Door Frame with Glazed Ssingle Door Shutter (2100 x 1200)	sq. m		2.5	2.52
Aluminium Door Frame with Single Door Shutter (12mm. thick Mainated Board) (2100 x 1000)	sq. m		6.3	6.30
Partly Openable, Partly Fixed Glazed ventilator with Power Coated Section (400 x 600)	sq. m		1.2	1.20
Standard Steel Rolling Shutter (2500 x 3000)	sq. m		7.5	7.50
PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING				
Well Compacted Brick Bats - 75mm. THK	cu.m		2.6	2.60
PCC (M10) - 50mm. THK	cu.m		3	3.00
RCC CABLE TRNCH INSIDE CONTROL ROOM BUILDING				
Type -A- (2800W x 2200D mm.)	RM		**20**	20.00
Excavation	cu.m		173.2	173.20
PCC (M10)	cu.m		5.0	5.00
RCC (M25)	cu.m		30.4	30.40
Rebar - Fe 500	MT		2.2	2.20
Shuttering	sq. m		92.0	92.00
Structura Steel	MT		1.2	1.20
Chequred Plate	MT		1.0	1.00
				-
Type -B- (1500Wx1200D mm.)	RM		**35**	35.00
Excavation	cu.m		113.8	113.75
PCC (M10)	cu.m		5.3	5.25
RCC (M25)	cu.m		30.1	30.10
Rebar - Fe 500	MT		2.1	2.10
Shuttering	sq. m		87.5	87.50
Structura Steel	MT		0.7	0.70
Chequred Plate	MT		0.7	0.70
				-
Type -C- (300W x 500D mm.)	RM		**10**	10.00
Excavation	cu.m		9.1	9.10
PCC (M10)	cu.m		0.6	0.60
RCC (M25)	cu.m		3.4	3.40
Rebar - Fe 500	MT		0.3	0.27
Shuttering	sq. m		11.4	11.40
Structura Steel	MT		0.1	0.05
Chequred Plate	MT		0.2	0.20
				-
PVC Pipe Sleeve - 300mm. Dia Pipe for Cable Entry into Control Room - 500mm Length Each	Nos.		50	50.00
				-
OTHERS				
Structural Steel Ladder	LOT		1	1.00
				-
SEWERAGE SYSTEM				
Septic Tank for 20 Users along with Soak Pit	set.		1	1.00
Excavation	cu.m		42.7	42.73
PCC (M10)	cu.m		1.7	1.73
Brick Work in CM (1:6)	cu.m		12.5	12.48
Platering in CM (1:3)	Sq. m		30.0	30.00
RCC (M25)	cu.m		5.4	5.41
Reinforcement	MT		0.2	0.15
Shuttering	Sq. m		10.0	10.00

100 Dia. AC Ventilating Pipe 4.5m long with Cowl	set.		1.0	1.00
600 x 600mm. Size CI Manhole Cover with Frame	set.		1.0	1.00
450 x 450mm. Size CI Manhole Cover with Frame	set.		3.0	3.00
Sewerage Line through 100 Dia. SW Pipe	RM		15.0	15.00
WATER SUPPLY & SANITARY				
Wash Basin (Color, Oval Shape) (450 x 550) with all Fittings to be fixed on Concrete Platform finished 12mm. thick Polished Granite Stone)	Nos.		1	1.00
WC (Western Type) 390 mm. high with Toilet Paper Roll Holder and All Fittings	Nos.		2	2.00
Urinal with all Fittings with Photo Volvic Control Flushing System	Nos.		2	2.00
Gully Trap	Nos.		1	1.00
Towel Rod, Soap Holder & Mirror	Nos.		1	1.00
Bib Cock	Nos.		2	2.00
Nally Trap	Nos.		1	1.00
Man Hole Chamber (450 x 450)	Nos.		1	1.00
Supply and Distribution of Cold Water for use within Administration Building with GI Pipes	lot		1	1.00
Providing, Supplying and Fixing CI for Soil and Drain Pipes Underground including all Fittings such as Bends, Tees, Branches Clamps, Reducers	lot		1	1.00
PVC Water Storage Tank - Sintex or Equivalent make conforming to IS:12701 - 100 LIT Capacity	Nos.		1.0	1.00
Office Furnitures - Tables, Desks & Chairs etc.	LOT		1.0	1.00
RAMP AT ENTRANCE OF CONTROL ROOM				
M25- Grade Slab	cu.m		2.1	2.10
Rebar - Fe 500	MT		0.1	0.08
Brickwork 350mm. thick	cu.m		1.1	1.05
Compacted Earth Filling	cu.m		9.0	9.00
Plastering - 12mm. THK	sq. m		6.0	6.00
COMPOSITE ROOF SLAB				
Structural Steel for Beams including connecting Angles and Plates	MT		8.1	8.09
Bolts and Nuts	MT		0.03	0.03
Sheeting for Roof Metal Deck (1.25 mm. THK) including Lapping	sq. m		240	240.00
Rebar - Fe 500	MT		1.2	1.20
Concrete for Roof Slab and Belv Beam	cu.m		29	29.00
POWER TRANSFORMER	Nos.		2	2.00
21MVA, ONAN				
FOUNDATION FOR 21MVA TRANSFORMER				
Excavation	cu.m		102	102.00
PCC (M10)	cu.m		12	12.00
RCC (M25)	cu.m		50	50.00
Rebar - Fe 500	MT		6	6.00
Shuttering	sq.m		520	520.00
Structural Steel	MT		1	1.00
90lbs. Rail	RM		24	24.00
40mm. Gravel Filling	cu.m		12	12.00
BURNT OIL SUMP PIT				
Excavation	cu.m		90	90.00
PCC (M10)	cu.m		2	2.00
RCC (M25)	cu.m		20	20.00
Rebar - Fe 500	MT		2	2.00
Shuttering	sq.m		120	120.00
Structural Steel	MT		0.6	0.60
Man Hole 700 x 700mm.	Nos.		4	4.00
Steel Pipe from Transformer 150mm. Dia	RM		20	20.00
FIREWALL FOR POWER TRANSFORMER	Nos.		1	1.00

Excavation	cu.m		10.3	10.30
Backfilling	cu.m		8.6	8.60
Surplus Earth	cu.m		1.7	1.70
PCC(M10)	cu.m		0.4	0.41
RCC (M25 GRADE)				
Plinth Beam	cu.m		0.8	0.75
Top Beam	cu.m		0.8	0.75
Column	cu.m		1.8	1.80
Footing	cu.m		1.4	1.35
WEIGHT OF REINFORCEMENT				
Plinth Beam	MT		0.05	0.05
Top Beam	MT		0.05	0.05
Column	MT		0.18	0.18
Footing	MT		0.16	0.16
AREA FOR SHUTTERING WORK				
Plinth Beam	sq.m		4.2	4.20
Top Beam	sq.m		6.3	6.30
Column	sq.m		20.2	20.20
Footing	sq.m		3.6	3.60
Brick Work - 350mm. thick	cu.m		10.6	10.60
Plastering	sq.m		72.0	72.00
Lightening Arrester	Nos.		12	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		4.2	4.20
Foundation Bolts + Bolts and Nuts	MT		0.84	0.84
FOUNDATION				
Excavation	cu.m		252.0	252.00
Backfilling	cu.m		201.6	201.60
Removal of Surplus Earth	cu.m		50.4	50.40
PCC (M10)	cu.m		3.36	3.36
RCC (M25)	cu.m		23.5	23.52
Rebar - Fe 500	MT		1.34	1.34
Shuttering	sq. m		134.4	134.40
Volume of Grout	cu.m		0.36	0.36
Current Transformers/Metering Current Transformer	Nos.		18	18.00
STRUCTURE				
Structural Steel (Lattice)	MT		4.0	4.03
Foundation Bolts	MT		0.8	0.76
Bolts and Nuts	MT		0.4	0.38
FOUNDATION				
Excavation	cu.m		453.6	453.60
Backfilling	cu.m		408.2	408.24
Removal of Surplus Earth	cu.m		45.4	45.36
PCC (M10)	cu.m		10.1	10.08
RCC (M25)	cu.m		58.0	57.96
Rebar - Fe 500	MT		1.6	1.59
Shuttering	sq. m		236.9	236.88
Volume of Grout	cu.m		0.4	0.36
				-
Potential Transformer/Voltage Transfomer	Nos.		15	15.00
STRUCTURE				
Structural Steel (Lattice)	MT		3	3.36
Foundation Bolts	MT		0.11	0.11
Bolts and Nuts	MT		0.11	0.11
FOUNDATION				
Excavation	cu.m		294	294.00
Backfilling	cu.m		231	231.00
Removal of Surplus Earth	cu.m		63	63.00
PCC (M10)	cu.m		6	6.30
RCC (M25)	cu.m		32	31.50

Rebar - Fe 500	MT		2	1.79
Shuttering	sq. m		168	168.00
Volume of Grout	cu.m		0.30	0.30
SF6 Circuit Breaker (3Ph.)	Nos.		4	4.00
STRUCTURE				
FOUNDATION				
Excavation	cu.m		184.8	184.80
Backfilling	cu.m		145.6	145.60
Removal of Surplus Earth	cu.m		39.2	39.20
PCC (M10)	cu.m		4.5	4.48
RCC (M25)	cu.m		39.2	39.20
Rebar - Fe 500	MT		2.8	2.80
Shuttering	sq. m		156.8	156.80
Volume of Grout	cu.m		0.08	0.08
ISOLATOR - (One pole, three Phase)				
WITH ES (3ph)	Nos.		5	5.00
WITHOUT ES (3ph)	Nos.		4	4.00
STRUCTURE				
Structural Steel (Lattice)	MT		5	5.04
Foundation Bolts	MT		0.11	0.11
Bolts and Nuts	MT		0.06	0.06
FOUNDATION				
Excavation	cu.m		239	239.40
Backfilling	cu.m		212	211.68
Removal of Surplus Earth	cu.m		28	27.72
PCC (M10)	cu.m		5	5.29
RCC (M25)	cu.m		24	23.94
Rebar - Fe 500	MT		3	2.92
Shuttering	sq. m		164	163.80
Volume of Grout	cu.m		0.18	0.18
BUS POST INSULATOR (BPI)	Nos.		30	30.00
STRUCTURE				
Structural Steel (Lattice)	MT		13	12.60
Foundation Bolts	MT		0.38	0.38
Bolts and Nuts	MT		0.21	0.21
FOUNDATION				
Excavation	cu.m		714	714.00
Backfilling	cu.m		462	462.00
Removal of Surplus Earth	cu.m		252	252.00
PCC (M10)	cu.m		17	16.80
RCC (M25)	cu.m		84	84.00
Rebar - Fe 500	MT		2.6	2.65
Shuttering	sq. m		281	281.40
TOWERS AND GIRDERS				
Girder	Nos.		5	5.00
Structural Steel (Lattice)	MT		10.5	10.50
Bolts and Nuts	MT		0.665	0.67
Towers	Nos.		10	10.00
Structural Steel (Lattice)	MT		32.20	32.20
Foundation Bolts	MT		1.40	1.40
Bolts and Nuts	MT		2.24	2.24
FOUNDATION				
Excavation	cu.m		387.8	387.80

Backfilling	cu.m		329.0	329.00
Removal of Surplus Earth	cu.m		58.8	58.80
PCC (M10)	cu.m		16.8	16.80
RCC (M25)	cu.m		168.0	168.00
Rebar - Fe 500	MT		16.8	16.80
Shuttering	sq. m		490.0	490.00
Anti-Weed Treatment	sq. m		800	800.00
Gravel Filling in Switchyard (150mm. THK)	cu.m		900	900.00
Fencing for Switchyard - 1.50m Height of GI Wire Mesh Fencing	RM		320	320.00
Gate for Switchyard	Nos.		1	1.00
Drainage -Brick Work- 300 x 300mm.	RM		**150**	150.00
Excavation	cu.m		23	23.00
PCC (M10)	cu.m		4.6	4.58
Brick Work in CM (1:6)	cu.m		26	26.00
Plastering 12mm. Thick in CM (1:3)	Sq. m		200	200.00
RCC CABLE TRENCH INSIDE SWITCHYARD				
Type -A- (1200W x 1600D mm.)	RM		300	300.00
Excavation	cu.m		999.0	999.00
PCC (M10)	cu.m		39.0	39.00
RCC (M25)	cu.m		222.0	222.00
Rebar - Fe 500	MT		24.0	24.00
Shuttering	sq. m		2025.0	2,025.00
Structural Steel	MT		9.0	9.00
Precast Cover Slab - (1200W x 1000L mm.)	Nos.		300.0	300.00
TYPE-B-(600Wx800Dmm)	RM		600	600.00
Excavation	cu.m		708.0	708.00
PCC (M10)	cu.m		48.0	48.00
RCC (M25)	cu.m		198.0	198.00
Rebar - Fe 500	MT		25.2	25.20
Shuttering	sq. m		2100.0	2,100.00
Structural Steel	MT		21.6	21.60
Precast Cover Slab - (600W x 1000L mm.)	Nos.		600.0	600.00
NGR & BMK	Nos.		2	2.00
Structural Steel (Lattice)	MT		0.3	0.30
Bolts and Nuts	MT		0.006	0.01
Lighting Mast	Nos.		4	4.00
Structural Steel (Lattice)	MT		1	1.00
Foundation Bolts	MT		0.04	0.04
Bolts and Nuts	MT		0.02	0.02
FOUNDATION				
Excavation	cu.m		6.8	6.80
PCC (1:3:6)	cu.m		0.8	0.80
Concrete (M25)	cu.m		3.2	3.20
Rebar - Fe 500	MT		0.06	0.06
[illegible]				
RTU Panel - Outdoor (IP54)	**Nos.**		**24**	24.00
MAJOR EQUIPMENT FOR ONE RTU PANEL				
a. Central Processing Unit	Nos.		1	1.00
b. Power Supply Unit for Controller	Nos.		1	1.00
c. 16 port Managed Ethernet Switch with direct 2 FO interface	Nos.		1	1.00
d. RS 485 Gateway with 2 MODBUS port	Nos.		5	5.00

e. Modbus Surge Protection device-Dual Channel	Nos.		5	5.00
f. Modbus Isolator - Dual Channel	Nos.		5	5.00
CPU Panel - Indoor (IP42)	**Nos.**		1	1.00
MAJOR EQUIPMENT FOR ONE CPU PANEL				
a. Central Processing Unit	Nos.		1	1.00
b. Power Supply Unit for Controllers	Nos.		1	1.00
c. 16 port Managed Ethernet Switch with direct 4 FO interface	Nos.		1	1.00
d. Hardware Firewall for Network	Nos.		1	1.00
e. RS485 Repeater	Nos.		27	27.00
Met Station Equipments	Set		3	3.00
a. Global Horizontal Irradiation PyraNos.meter	Nos.		1	1.00
b. TiLVed Irradiation PyraNos.meter (CMP11 - 1)	Nos.		1	1.00
c. Ambient Temperature Sensor	Nos.		1	1.00
d. Module Surface Temperature Sensor	Nos.		1	1.00
e. Wind Vane	Nos.		1	1.00
f. Wind Speed	Nos.		1	1.00
g. Dalalogger	Nos.		1	1.00
Engineering Workstation cu.m Server	Nos.		1	1.00
Server Grade PC with RAID 5 Configuration; Windows 7 Operating System/Windows server; 21 Inch LCD Monitor; intel i7 Processor 2.9 GHz; 2 TB Hard Disk Capacity; 4 GB DDR3 SDRAM; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office and Antivirus license for 1 year				
Operator Workstation	Nos.		1	1.00
PC with RAID 1 Configuration; Windows 7 Operating System; 21 Inch LCD Monitor; Intel i7 Processor 2.9 GHz; 2 TB Hard Disk Capacity; 4 GB DDR3 SDRAM; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office and Antivirus license for 1 year				
SCADA SOFTWARE (WITH OPC SUPPORT)				
a. Programming Software for individual PLC	Nos.		1	1.00
b. SCADA Control Building Licensed Software in Main Control Room for EWS cu.m server & OWS with OPC support	Nos.		1	1.00
c. Web Client Access License	Nos.		3	3.00
Earthing Kit for RTU, CPU & Met station (GI Rods, Charcoal and SaLV)	Nos.		53	53.00
Earthing Kit for SMB loops (GI Rods, Charcoal and SaLV)	Nos.		372	372.00
3 pin socket	lot		1	1.00
Mounting Arrangement of MET station, CPU Panel & RTU Panel	Set		28	28.00
Nuts and BOLTS for mounting the panel	Lot		1	1.00
2.5 sq mm 3 core Flexible Power Supply cable	Meters		1400	1,400.00
2 Pair Armoured RS 485 cable	Meters		149700	149,700.00
Armoured 4core MuLVimode OFC cable	Meters		12600	12,600.00
16Sqmm green/yellow Cable for Earthing	Meters		1700	1,700.00
4Sqmm green/yellow Cable for Earthing (SMB Looping)	Meters		130200	130,200.00
CAT 6 Cable	Meters		15600	15,600.00
RJ45 Jackets	lot		1	1.00
Lugs and Ferrules (tinned copper armoured and shielded)	Lot		1	1.00
Table Top Console For PC/Server & Printer with necessary furniture	Nos.		3	3.00
A4 size Laser Jet B/W Printer	Nos.		1	1.00
RS485 & OFC Termination	lot		1	1.00
The following equipment are considered for monitoring				
a. String Monitoring Box				
b. Inverters (GE)				
c. Tri-Vector Meters/MuLVi function Meter				

d. Weather Station				
Note:				
a. SCADA room should be Air conditioned.				
b. Electronic & Power earthing is considered for all CPU, RTU panels, Met station & SMB loopings..				
c. Centralized UPS is considered.				
d. Power cable is considered in AC BOQ for All SCADA panels & MET Station.				
e. All cable lengths are indicative.				
f. Web client license can be scalable based on demand.				
g. SCADA BOQ is considered for total 150MW (3x50MW) project.				
h. 1 Nos. Weather station is considered for each 50MW plant.				
i. Internet connection will be provided by Client.				
IP based Fixed Camera with necessary mounting arrangements (3 Sub Control Rooms, 1 Main control room & 4 Gate)	Nos.		8	
Image Sensor - 1/2.7" HD 1080 CMOS; Sensor Resolution - 2.1MP 1920x1080; Scanning Mode - Progressive; Sensitivity - Color: 0.1 Lux @ f1.4 / NigHV Mode: 0.03 Lux @ F1.4 at 30 IRE; Signal to Nos.ise Ratio (SNR) ≥50 dB; Compression - Fully compliant muLVi-stream H.264 main profile + MJPEG; Resolution Range - Scalable from CIF to HD1080 (1920x1080); Ethernet - 10 / 100 Base-T auto sensing, half / full duplex (RJ45); Input VoLVage - 12 VDC / 24 VAC ±10% or 802.3af PoE;				
Pole Mount Adapter for outdoor camera	Nos.		4	
Mounting Structure with LigHVning arrester	Nos.		8	
10 m long GI pole to be installed for the mounting of the camera				
Outdoor wall bracket for the camera	Nos.		8	
Enclosure for housing network switch IP65	Nos.		4	
Security Platform for IP Video and Intrusion	Nos.		1	
Windows 7 or latest, Intel I5 processor, 4GB RAM, 500 GB HDD, 2 Gigabit NICs Network, Support 128 MB 667 DDRII cache memory, support Hot spare and automatic hot rebuild, allow online capacity expansion within the enclosure, local audible even Notification alarm;HDMI output				
Network Video recorder specification: H.264/MPEG4, Dual-Stream, MuLVi-channel synchro playback, VGA & CVBS output, 3*USB 2.0, RS485, RS232, Gigabit NIC, with alarm I/O, include CVMS (Central Video Management Software) and Mobile Surveillance Application Front panel operation, IR remote control and mouse operation, 1.5U case 19"80Mbps Bit Rate Input Max(up to 32-ch IP video), 4 SATA Interfaces, alarm I/O: 16/4 with 3 TB Western Digital video surveillance hard disk; Minimum 15 days data storage	Nos.		1	
Supply installation, connection and operation of keyboard controller with function key	Nos.		1	
21" LCD Monitor for main control room (HDMI output with suitable connection accessories to CCTV Workstation)	Nos.		1	
Suitable Table with Necessary Furniture	Nos.		1	
CAT-6 Cable for connecting PC to the Ethernet switch	Meters .		400	
16 Sqmm green/yellow Cable for Earthing	Meters .		400	
4 port UnManaged Ethernet switch with direct 2 FO port	Nos.		7	
8 port UnManaged Ethernet switch with direct 4 FO port	Nos.		1	
3 core 4 sq. mm. armoured cable for power supply	Meters .		400	
Armoured 4 core MuLVi mode OFC cable	Meters		3000	
Fiber Optic Components/connectors/other necessary accessories			As required	
Earthing Kit for camera poles (GI Rods, Charcoal and SaLV)	Nos.		8	
Ford F250 Super Crew Cab Super Duty XLT	Nos.		1	
Ford F350 Super Crew Cab Super Duty XLT	Nos.		1	
Ford Explorer XLT 3.5L V6	Nos.		2	

Ford Expedition King Ranch	Nos.		1	
Range Rover 5.0L Supercharge	Nos.		1	

Total Cost for List of Items Above USD 243,000,000

CONVALT ENGERGY (MYANMAR) CO., LTD

Machinery & Equipment List To be Imported for 150 MW Nabuaing, Myingyan Site

Description	UOM	Model	Quantity	Total Quantity for Myingyan Facility
[illegible]				
Module	Nos.	Poly – 310 Wp (Not less than 15% efficiency)	193952	581,856.00
Module Mounting Structure(2x19)	Set	19 modules per string, Each Structure carry 2	5104	15,312.00
String Monitoring Box with DC –DC Converter	Nos.	Configuration- 20 Inputs(Per Polarity)/ 1 Output, 20 Inputs with 10 A Fuse on positive polarity, 1 Output with	704	2,112.00
DC CABLES				
4 sq.mm Single core 1.1 kV grade Copper(Unarmored) with XLPO Insulation	m.	String to String Monitoring Box: Solar	555954	1,667,862.00
240 sq.mm Single core 1.1kV grade Aluminum (Armored) with XLPE Insulation	m.	String Monitoring Box to Inverter: As per IS	543923	1,631,769.00
MC4 Compatible (6800 Male, 6800 Female)	Nos.	Connectors (50% Male &	103000	309,000.00
TERMINATIONS				
4 sq.mm Pin type Copper lug	Nos.		20500	61,500.00
240 sq.mm Ring type Bimetallic lug	Nos.		7100	21,300.00
M12 MS bolt	Nos.		7100	21,300.00
M12 MS Washer	Nos.		7100	21,300.00
M12 MS Nut	Nos.		7100	21,300.00
HDPE Conduit (28 MM DIAMETER)	m.		70000	210,000.00
TEE Joints			2500	7,500.00
Couplers	lot		1	3.00
Cable Tie (UV Protected)	lot		1	3.00
Cable Markers and Clamps	lot		1	3.00
STRING MONITORING BOX EARTHING				
16 Sq.mm cable- Copper(PVC sheathed)	m.		2000	6,000.00
16 sq.mm Lug- Ring type- Copper	Nos.		1500	4,500.00
M6 MS bolt	Nos.		1500	4,500.00
M6 MS Washer	Nos.		1500	4,500.00
M6 MS Nut+B553	Nos.		1500	4,500.00
INVERTER				
680 kW capacity Inverter	Nos.		88	264.00
SOLAR FIELD EARTHING				
50 x 6 MM GI flat	m.		20000	60,000.00
25 X 3 MM GI flat	m.		17500	52,500.00
2.5 sq. mm PVC sheathed XLPE insulated copper cable for module earthing	m.		155200	465,600.00
M4 MS bolt	Nos.		51500	154,500.00
M4 MS Washer	Nos.		51500	154,500.00
M4 MS Nut	Nos.		51500	154,500.00
Lug to suit 4 Sq.mm cable (ring type)- Copper	Nos.		51500	154,500.00
Untreated Earth Pits (25 MM dia 3 M long MS rod)	Nos.		40	120.00
[illegible]				
RCC Control Room Building (20m.L X 12m.W) (for 150MW)	Nos.		1	3.00
RCC Sub Control Room Building (25m.L X 14m.W) (for 50MW)	Nos.		1	3.00
Outdoor Inverter Shed (13m.LX 11m.W)	Nos.		22	66.00
OUTDOOR OIL FILLED & DRY TYPE TRANSFORMERS				
1.4/0.7/0.7 MVA, 33/ 0.375/0.375 kV, Dy11y11, ONAN, OFTC ±5% IN STEP OF 2.5% ,Z% = 6.25%	Nos.		44	132.00
150kVA, 33/0.433kV, Dyn11,AN, OFTC ±5% IN STEP OF 2.5% , Z% = 4% (Indoor Dry Type)	Nos.		1	3.00

50kVA, 33/0.433kV, Dyn11,AN, OFTC ±5% IN STEP OF 2.5% , Z% = 4% (Indoor Dry Type)	Nos.		1	3.00
25MVA Power Transformer, 230/33kV, Dyn11, ONAN with RTCC panel, OLVC ± 10% IN STEP OF 1.25% , Z% = 10%	Nos.		2	6.00
Outdoor 33kV HV switchgear with 630A Al bus for 25kA for 1 sec @ Inverter room	Nos.		22	66.00
i) 630A VCB for Inverter Duty transformer Incomer - 2Nos.				
ii) 630A VCB for outgoing breaker to control room with Line PT - 1Nos.,2				
Indoor 33kV HV switchgear with 1000A Al bus for 25kA for 1 Sec @ Sub Control room - 50MW	Nos.		1	3.00
630A VCB from Inverter room HV switchgear - 14 Nos.				
630A VCB from Inverter duty transformer - 3 Nos.				
630A VCB Aux. trafo feeder with transformer protection - 1Nos.				
1250A VCB Outgoing breaker with Line PT - 1Nos.				
Indoor 33kV HV switchgear with 2500A Al bus for 25kA for 1 Sec @ Pooling Control room extensible at both sides	Nos.		1	3.00
1250A VCB from subcontrol room Incomer - 1 Nos.				
1250A VCB outgoing breaker with Line PT - 2 Nos. for 25MVA Trafo feeder				
630A VCB Aux. trafo feeder with transformer protection - 1Nos.				
LV DISTRIBUTION PANELS				
690V Indoor Main Auxiliary distribution panel - 100A, 25kA for 1 sec with @Pooling Control room I/C – 100A MCCB (Microprocessor release) – 1Nos. (with 100/1A, CL: 0.2S CT & MFM + 27/59+2 & voLVmeter) 32A TPN MCCB – 6Nos. 32A TPN MCB – 4Nos. 32A SPN MCB – 10Nos. 16A SPN MCB – 6 Nos.	Nos.		1	3.00
690V Indoor Main Auxiliary distribution panel - 200A, 25kA for 1 sec with @ sub Control room I/C – 200A MCCB (Microprocessor release) – 1Nos. (with 200/1A, CL: 0.2S CT & MFM + 27/59+2 & voLVmeter) O/G : 125A TPN MCCB – 3Nos. 32A TPN MCCB – 20Nos. 32A TPN MCB – 10Nos. 32A SPN MCB – 10Nos. 16A SPN MCB – 6 Nos. 16A TPN MPCB - 4Nos.	Nos.		1	3.00
415V UPS Indoor AC distribution board with 125A, for 9kA for 1 sec with incoming & outgoing feeders @ Control room I/C – 125A MCCB – 1Nos. O/G : 32A MCCB TPN – 18Nos. O/G : 16A MCB SPN - 10 Nos.	Nos.		1	3.00
415V UPS outdoor AC distribution board with 32A, for 9kA for 1 sec with incoming & outgoing feeders @ Inverter room I/C – 32A MCCB – 1Nos. O/G: 16A MCB SPN - 6 Nos. O/G : 4A MCB SPN - 3Nos.	Nos.		16	48.00
415V outdoor Auxiliary load panel with 32A TPN for 9kA for 1 sec with incomin & outgoing feeders @ Inverter room I/C – 32A MCCB TPN – 1Nos. 16A MCB SPN - 4Nos. 4A SPN MCB - 8 Nos.	Nos.		16	48.00
230V Lighting Distribution Board with 32A TPN for 9kA for 1 sec with incoming & outgoing feeders @ Control room I/C - 32A TPN MCB - 1Nos. O/G - 10A MCB SPN - 12 Nos.	Nos.		1	3.00
230V outdoor Lighting Distribution Board with 32A TPN for 9kA for 1 sec with incoming & outgoing feeders @ Switchyard I/C - 32A TPN MCB - 1Nos. O/G - 10A MCB SPN - 8 Nos.	Nos.		1	3.00
230V SCADA PDB with 32A SPN for 9kA for 1 sec with incoming & outgoing feeders @ sub Control room I/C - 16A SPN MCB - 1Nos. O/G - 4A MCB SPN - 8 Nos.	Nos.		1	3.00

230V SCADA PDB with 32A SPN for 9kA for 1 sec with incoming & outgoing feeders @ Pooling Control room I/C - 16A SPN MCB - 1Nos. O/G - 4A MCB SPN - 8 Nos.	Nos.		1	3.00
UPS & BATTERY, BATTERY CHARGER & DCDB @ Sub & Main control room				
80AH, 110V, 1.85 ECV Valve Regulated Lead Acid (VRLA) Batteries with 1 hrs. battery backup	Sets		2	6.00
Float cu.m Boost Charger (25A) (FCBC) Battery Charger Panel	Sets		2	6.00
110V Nos.n Compartmentalised DCDB	Sets		2	6.00
30kVA, 415/415V 3 Phase UPS &SCVS with 1 hrs battery back up	Set		1	3.00
10kVA, 415/230V 1 Phase UPS &SCVS with 1 hrs battery back up	Set		1	3.00
AC CABLE				
HV POWER CABLES, 33KV (UE) XLPE, AL ARMOURED CABLE				
3C X 185 SQ.MM Al. CABLE	m.		13250	39,750.00
3C X 300 SQ.MM Al. CABLE	m.		2000	6,000.00
1CX630 SQ.MM Al. CABLE	m.		200	600.00
INDOOR TERMINATION (HV TERMINATION KIT)				
3C X 185 SQ.MM Al. CABLE	Nos.		100	300.00
3C X 300 SQ.MM Al. CABLE	Nos.		20	60.00
1CX630 SQ.MM Al. CABLE	Nos.		2	6.00
OUTDOOR TERMINATION (HV TERMINATION KIT)				
1CX630 SQ.MM Al. CABLE	Nos.		2	6.00
STRAIGHT THROUGH JOINTING KIT				
3C X 185 SQ.MM	Nos.		16	48.00
3C X 300 SQ.MM	Nos.		2	6.00
1.1kV, XLPE insulation Cu. Cable (Inverter to Inverter duty transformer)				
3CX300 Sq.mm Cu. CABLE	m.		4000	12,000.00
TERMINATIONS FOR THE ABOVE				
3CX300 Sq.mm XLPE insulation Cu. cable (Double compression gland)	Nos.		496	1,488.00
3CX300 Sq.mm XLPE insulation Cu. Cable (lugs)	Nos.		1488	4,464.00
1.1kV, XLPE insulation cables (Plant Auxiliary system cable)				
3.5CX185 Sq.mm Al. cable	m.		100	300.00
4CX16 Sq.mm Al. cable	m.		23000	69,000.00
3.5CX35 Sq.mm Al. cable	m.		4000	12,000.00
3CX2.5 Sq.mm Cu. Cable	m.		6000	18,000.00
4CX2.5 Sq.mm Cu. Cable	m.		1000	3,000.00
TERMINATION FOR THE ABOVE				
3.5CX185 Sq.mm Al. cable (Double compression Gland)	Nos.		4	12.00
3.5CX185 Sq.mm Al. cable (Ring type Lugs)	Nos.		12	36.00
Neutral lug of 95 Sq.mm	Nos.		4	12.00
4CX16 Sq.mm Al. cable (Double compression Gland)	Nos.		28	84.00
4CX16 Sq.mm Al. cable (Ring Type Lugs)	Nos.		112	336.00
3.5CX35 Sq.mm Al. cable (Double compression Gland)	Nos.		30	90.00
3.5CX35 Sq.mm Al. cable (Ring type Lugs)	Nos.		90	270.00
Neutral lug of 16 Sq.mm	Nos.		30	90.00
3CX2.5 Sq.mm Cu. Cable (Double compression Gland)	Nos.		464	1,392.00
3CX2.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		1392	4,176.00
4CX2.5 Sq.mm Cu. Cable (Double compression Gland)	Nos.		92	276.00
4CX2.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		368	1,104.00
STRAIGHT THROUGH JOINTING KIT				
4CX16 Sq.mm Al. cable	Nos.		4	12.00
CONTROL CABLES (1.1kV, XLPE insulation cable)				
12CX1.5 Sq.mm Cu. Cable	m.		1000	3,000.00
TERMINATION FOR THE ABOVE				
12CX1.5 Sq.mm Cu.cable (Double compression Gland)	Nos.		64	192.00
12CX1.5 Sq.mm Cu. Cable (Ring type Lugs)	Nos.		768	2,304.00
CABLE TRAY AND SUPPORT SYSTEM				
PERFORATED TRAY (2mm THICK GALVANIZED TRAY)				
300mm	m.		500	1,500.00
LADDER TYPE TRAY (2mm THICK GALVANIZED TRAY)				
600mm	m.		800	2,400.00
300mm	m.		500	1,500.00
L bend	lot		1	3.00

T bend	lot		1	3.00
nut washer and other accessories	lot		1	3.00
EARTHING CONDUCTOR				
75X10mm GI flat (Main earth mat, HV panel earthing, Power transformer)	m.		2500	7,500.00
50X6mm GI Flat (LV Distribution panels, ACB panels, DB's, Control desk, Transformer and cable tray earthing)	m.		1500	4,500.00
1CX120 Sq.mm Cu.cable (for Inverter earthing)	m.		650	1,950.00
50mm Dia Pipe Electrode (Treated Earth Pit)	Nos.		160	480.00
Control room (Battery/SCADA room)	Nos.		6	18.00
Lighting FOR CONTROL ROOM & INVERTER ROOM & OUTDOOR Lighting				
2X36W FTL Decorative type recessed mounting luminaire including fixing accessories	Nos.		44	132.00
2X36W CFL Decorative type suspended mounting luminaire including fixing accessories	Nos.		28	84.00
2X36W FTL Decorative type recessed mounting luminaire for 110V DC /230V AC	Nos.		54	162.00
1X60W GLS Industrial type bulkhead ligHV fitting including fixing luminaire	Nos.		20	60.00
1X70W HPSV type ligHV fixture including fixing accessories (outdoor)	Nos.		64	192.00
2X36W FTL Industrial corrosion proof IP 65 luminaire including fixing accessories	Nos.		8	24.00
2X36W FTL Industrial box type channel with stove enameled reflector including fixing accessories	Nos.		125	375.00
Lighting cable for control room	Lot		1	3.00
MISCELLANEOUS ITEMS				
Exhaust fans [ligHV duty] and Associated equipments for swgr exhaust fans	Nos.		24	72.00
Nos. of Telephones Sockets and Associated Equipments	Nos.		2	6.00
5m. Swaged street ligHV fitting of 2X36W	Nos.		45	135.00
16A Switch sockets for AC	Nos.		6	18.00
Welding sockets	Nos.		2	6.00
Switchbox				
8 Way	Nos.		4	12.00
5 Way	Nos.		6	18.00
5A Sockets	Nos.		12	36.00
5A Switches	Nos.		16	48.00
Dummy Plates	Nos.		60	180.00
First Aid box	Nos.		15	45.00
Hand Gloves	Sets		2	6.00
Rubber Mat				
33kv Grade	m.		150	450.00
1.1kV Grade	m.		800	2,400.00
CABLE TRENCH SIZE				
Buried cable trench 2750WX1250D	m.		250	750.00
Buried cable trench 1750WX1250D	m.		450	1,350.00
Buried cable trench 1500WX1250D	m.		1300	3,900.00
Buried cable trench 1000WX1250D	m.		200	600.00
Buried cable trench 800WX1250D	m.		600	1,800.00
FIRE FIGHTING SYSTEM				
DCP Type (ABC type) (10 Kg. Cap)	Nos.		22	66.00
CO2 Type Hand 9 kg	Nos.		22	66.00
Foam Type Hand 9 kg	Nos.		24	72.00
MuLVisensory type Smoke detectors	Nos.		30	90.00
Alarm Notification appliances (Audio device)	Nos.		1	3.00
Fire alarm panel communicable type with SCADA	Nos.		1	3.00
3CX2.5 Sq.mm FRLS cable	lot		1	3.00
Major Equipment for 230kV Switchyard				
230kV Post insulator	Nos.		30	90.00
230kV, 1250A Motorised Isolator with Earth switch	Nos.		5	15.00
230kV, 1250A Motorised Isolator without Earth switch	Nos.		4	12.00
198kV LigHVning arrester	Nos.		12	36.00
230kV, 1250A Circuit Breaker	Nos.		4	12.00
230kV Current transformer (protection)	Nos.		12	36.00

230kV Potential transformer (protection)	Nos.		9	27.00
230kV Current transformer (Tariff metering)	Nos.		6	18.00
230kV Potential transformer (Tariff metering)	Nos.		6	18.00
Tariff main meter including box	Nos.		2	6.00
Tariff Check meter including box	Nos.		2	6.00
Outdoor type 33kV NGR panel - 300A, 63.5 ohm	Nos.		2	6.00
Transformer control and relay panel	Nos.		2	6.00
Line control and relay panel	Nos.		2	6.00
Bay Marshilling box	Nos.		4	12.00
CT junction box	Nos.		4	12.00
PT junction box	Nos.		3	9.00
230kV Tension insulator	Nos.		18	54.00
230kV Suspension insulator	Nos.		12	36.00
Number of Towers	Nos.		10	30.00
Number of Lighting cu.m ligHVning mast's	Nos.		4	12.00
Number of Girders	Nos.		5	15.00
90 LBS Rail for Power Transformer	m.		80	240.00
Details of Various Types Clamps connectors (230kV, 630A)				
Rigid Connectors suitable for 2" IPS tube	Nos.		150	450.00
Flexible Connectors suitable for 2" IPS tube	Nos.		175	525.00
StrigHV through Connectors suitable for 2" IPS tube	Nos.		30	90.00
2" IPS TUBE	Nos.		800	2,400.00
Zebra Conductor	Meters		350	1,050.00
Switchyard Earthing Conductor				
75x10MM MS Flat for main earthing grid	Meters		8500	25,500.00
50x6MM GI Flat for structure, transformer, dbs and equipment earting	Meters		7000	21,000.00
40MM DIA 3M Long GI Pipe Earth Pit	Nos.		60	180.00
7/8 SWG for Shield wire	Meters		1000	3,000.00
8 SWG wire for fencing	Meters		400	1,200.00
Switchyard Cable Tray				
450MM	Meters		1000	3,000.00
300MM	Meters		500	1,500.00
Switchyard Control cables				
3C X 2.5 SQ.MM Cu. Cable	Meters		6000	18,000.00
5C X 2.5 SQ.MM Cu. Cable	Meters		4500	13,500.00
19C X 2.5 SQ.MM Cu. Cable	Meters		3200	9,600.00
37C X 2.5 SQ.MM Cu. Cable	Meters		2000	6,000.00
24C X 2.5 SQ.MM Cu. Cable	Meters		2000	6,000.00
4C X 4 SQ.MM Cu. Cable	Meters		300	900.00
4C X 16 SQ.MM AL. Cable	Meters		600	1,800.00
3.5C X 35 SQ.MM AL. Cable	Meters		600	1,800.00
Switchyard Control cables Terminations				
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		192	576.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		576	1,728.00
5C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		110	330.00
5C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		550	1,650.00
19C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		140	420.00
19C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		2660	7,980.00
37C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		28	84.00
37C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		1036	3,108.00
24C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		54	162.00
24C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		1296	3,888.00
4C X 4 SQ.MM Cu. Cable [GLAND]	Nos.		8	24.00
4C X 4 SQ.MM Cu. Cable [LUG]	Nos.		32	96.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		24	72.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		96	288.00
3.5C X 35 SQ.MM AL. Cable [GLAND]	Nos.		16	48.00
3.5C X 35 SQ.MM AL. Cable [LUG]	Nos.		48	144.00
Switchyard Lighting and accessories				
15 M Swaged flood Lighting Pole including Junction box and nuts and BOLTS	Nos.		4	12.00
250W HPSV lamp	Nos.		12	36.00

4C X 16 SQ.MM AL. Cable	Meters		500	1,500.00
3C X 2.5 SQ.MM Cu. Cable	Meters		150	450.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		12	36.00
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		24	72.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		48	144.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		124	372.00
[illegible]				
Major Equipment for 230kV Switchyard				
230kV Post Insulator	Nos.		12	12.00
230kV, 1250A Motorised Isolator with Earth switch	Nos.		2	2.00
230kV, 1250A Motorised Isolator without Earth switch	Nos.		6	6.00
198kV LigHVning arrester	Nos.		6	6.00
230kV, 1250A Circuit Breaker	Nos.		2	2.00
230kV Current transformer (protection)	Nos.		6	6.00
230kV Potential transformer (protection)	Nos.		0	-
230kV Current transformer (Tariff metering)	Nos.		6	6.00
230kV Potential transformer (Tariff metering)	Nos.		6	6.00
Tariff main meter including box	Nos.		2	2.00
Tariff Check meter including box	Nos.		2	2.00
Line control and relay panel	Nos.		2	2.00
Bay Marshilling box	Nos.		2	2.00
CT Junction box	Nos.		2	2.00
PT Junction box	Nos.		1	1.00
230kV Tension insulator	Nos.		12	12.00
230kV Suspension insulator	Nos.		6	6.00
Number of Towers	Nos.		6	6.00
Number of Lighting cu.m ligHVning mast's	Nos.		1	1.00
Number of Girders	Nos.		3	3.00
DETAILS OF VARIOUS TYPES CLAMPS CONNECTORS (230kV, 630A)				
Rigid Connectors suitable for 2" IPS tube	Nos.		50	50.00
Flexible Connectors suitable for 2" IPS tube	Nos.		45	45.00
StrigHV through Connectors suitable for 2" IPS tube	Nos.		8	8.00
2" IPS TUBE	Nos.		200	200.00
Zebra Conductor	Meters		100	100.00
SWITCHYARD EARTHING CONDUCTOR				
75x10MM MS Flat for main earthing grid	Meters		2000	2,000.00
50x6MM GI Flat for structure, transformer, dbs and equipment earting	Meters		1000	1,000.00
40MM DIA 3M Long GI Pipe Earth Pit	Nos.		16	16.00
7/8 SWG for Shield wire	Meters		200	200.00
8 SWG wire for fencing	Meters		50	50.00
SWITCHYARD CABLE TRAY				
450MM	Meters		100	100.00
300MM	Meters		100	100.00
SWITCHYARD CONTROL CABLES				
3C X 2.5 SQ.MM Cu. Cable	Meters		800	800.00
5C X 2.5 SQ.MM Cu. Cable	Meters		350	350.00
19C X 2.5 SQ. MM Cu. Cable	Meters		250	250.00
37C X 2.5 SQ. MM Cu. Cable	Meters		300	300.00
24C X 2.5 SQ. MM Cu. Cable	Meters		300	300.00
4C X 4 SQ.MM Cu. Cable	Meters		300	300.00

4C X 16 SQ.MM AL. Cable	Meters		250	250.00
3.5C X 35 SQ.MM AL. Cable	Meters		250	250.00
SWITCHYARD CONTROL CABLES TERMINATIONS				
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		48	48.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		144	144.00
5C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		10	10.00
5C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		50	50.00
19C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		4	4.00
19C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		76	76.00
37C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		2	2.00
37C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		74	74.00
24C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		4	4.00
24C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		96	96.00
4C X 4 SQ.MM Cu. Cable [GLAND]	Nos.		8	8.00
4C X 4 SQ.MM Cu. Cable [LUG]	Nos.		32	32.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		8	8.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		32	32.00
3.5C X 35 SQ.MM AL. Cable [GLAND]	Nos.		4	4.00
3.5C X 35 SQ.MM AL. Cable [LUG]	Nos.		12	12.00
SWITCHYARD LIGHTING AND ACCESSORIES				
15 M Swaged flood Lighting Pole including Junction box and nuts and BOLTS	Nos.		1	1.00
250W HPSV lamp	Nos.		3	3.00
4C X 16 SQ.MM AL. Cable	Meters		150	150.00
3C X 2.5 SQ.MM Cu. Cable	Meters		50	50.00
4C X 16 SQ.MM AL. Cable [GLAND]	Nos.		2	2.00
3C X 2.5 SQ.MM Cu. Cable [GLAND]	Nos.		8	8.00
4C X 16 SQ.MM AL. Cable [LUG]	Nos.		8	8.00
3C X 2.5 SQ.MM Cu. Cable [LUG]	Nos.		24	24.00
[illegible]				
BAY EXTENSION AT SUBSTATION AREA				
Lightening Arrester	Nos.		6	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		2.1	2.10
Foundation Bolts + Bolts and Nuts	MT		0.4	0.42
FOUNDATION				
Excavation	cu.m		126.0	126.00
Backfilling	cu.m		100.8	100.80
Removal of Surplus Earth	cu.m		25.2	25.20
PCC (M10)	cu.m		1.7	1.68
RCC (M20)	cu.m		11.8	11.76
Rebar (Fe 500)	MT		0.7	0.67
Shuttering	sq. m		67.2	67.20
Volume of Grout	cu.m		0.2	0.18
Current Transformers/Metering Current Transformer	Nos.		12	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		2.7	2.69
Foundation Bolts	MT		0.5	0.50
Bolts and Nuts	MT		0.3	0.25
FOUNDATION				
Excavation	cu.m		302.4	302.40
Backfilling	cu.m		272.2	272.16
Removal of Surplus	cu.m		30.2	30.24
PCC (M10)	cu.m		6.7	6.72
RCC (M25)	cu.m		38.6	38.64
Rebar (Fe 500)	MT		1.1	1.06

Shuttering	sq. m		157.9	157.92
Volume of Grout	cu.m		0.2	0.24
Potential Transformer/Voltage Transformer	Nos.		6	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		1	1.34
Foundation Bolts	MT		0.04	0.04
Bolts and Nuts	MT		0.04	0.04
FOUNDATION				
Excavation	cu.m		117.6	117.60
Backfilling	cu.m		92.4	92.40
Removal of Surplus Earth	cu.m		25.2	25.20
PCC (M10)	cu.m		2.5	2.52
RCC (M25)	cu.m		12.6	12.60
Rebar (Fe 500)	MT		0.7	0.71
Shuttering	sq. m		67.2	67.20
Volume of Grout	cu.m		0.1	0.12
SF6 Circuit Breaker (3Ph.)	Nos.		2	2.00
STRUCTURE				
FOUNDATION				
Excavation	cu.m		92.4	92.40
Backfilling	cu.m		72.8	72.80
Removal of Surplus Earth	cu.m		19.6	19.60
PCC (M10)	cu.m		2.2	2.24
RCC (M25)	cu.m		19.6	19.60
Rebar (Fe 500)	MT		1.4	1.40
Shuttering	sq. m		78.4	78.40
Volume of Grout	cu.m		0.04	0.04
ISOLATOR - (One pole, three Phase)				
With ES (3ph)	Nos.		2	2.00
Without ES (3ph)	Nos.		6	6.00
STRUCTURE				
Structural Steel (Lattice)	MT		4	4.48
Foundation Bolts	MT		0.10	0.10
Bolts and Nuts	MT		0.06	0.06
FOUNDATION				
Excavation	cu.m		213	212.80
Backfilling	cu.m		188	188.16
Removal of Surplus Earth	cu.m		25	24.64
PCC (M10)	cu.m		5	4.70
RCC (M25)	cu.m		21	21.28
Rebar (Fe 500)	MT		3	2.60
Shuttering	sq. m		146	145.60
Volume of Grout	cu.m		0	0.16
Bus Post Insulator (BPI)	Nos.		12	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		5	5.04
Foundation Bolts	MT		0.15	0.15
Bolts and Nuts	MT		0.08	0.08
FOUNDATION				
Excavation	cu.m		285.60	285.60
Backfilling	cu.m		184.80	184.80
Removal of Surplus Earth	cu.m		100.80	100.80
PCC (M10)	cu.m		6.72	6.72
RCC (M25)	cu.m		33.60	33.60

Rebar (Fe 500)	MT		1.06	1.06
Shuttering	sq. m		112.56	112.56
TOWERS AND GIRDERS				
Girder	Nos.		3	3.00
Structural Steel (Lattice)	MT		6.30	6.30
Bolts and Nuts	MT		0.40	0.40
Towers	Nos.		6	6.00
Structural Steel (Lattice)	MT		21.0	21.00
Foundation Bolts	MT		0.84	0.84
Bolts and Nuts	MT		1.34	1.34
FOUNDATION				
Excavation	cu.m		232.68	232.68
Backfilling	cu.m		197.40	197.40
Removal of Surplus Earth	cu.m		35.28	35.28
PCC (M10)	cu.m		10.08	10.08
RCC (M25)	cu.m		100.80	100.80
Rebar (Fe 500)	MT		10.08	10.08
Shuttering	sq. m		294.00	294.00
Fencing for Switchyard - 1.50m Height of GI Wire Mesh Fencing	RM		200	200.00
GATE FOR SWITCHYARD	Nos.		1	1.00
Lighting Mast	Nos.		1	1.00
Structural Steel (Lattice)	MT		0.25	0.25
Foundation Bolts	MT		0.01	0.01
Bolts and Nuts	MT		0.005	0.01
Foundation				
Excavation	cu.m		1.7	1.70
PCC (1:3:6)	cu.m		0.2	0.20
Concrete(M25)	cu.m		0.8	0.80
Rebar (Fe 500)	MT		0.015	0.02
RCC CABLE TRENCH INSIDE BAY EXTENSION				
Type-A-(600Wx800Dmm)	RM		**250.0**	250.00
Excavation	cu.m		295.0	295.00
PCC (M10)	cu.m		20.0	20.00
RCC (M25)	cu.m		82.5	82.50
Rebar (Fe 500)	MT		10.5	10.50
Shuttering	sq. m		875.0	875.00
Structural Steel	MT		9.0	9.00
Precast Cover Slab - (600W x 1000L MM)	Nos.		250.0	250.00
PROPOSED TRANSMISSION LINE ROUTE LENGTH = 1 KM (APPROX.)				
***WIND SPAN-335m, ACSR(ZEBRA) CONDUCTOR & GSS EARTHWIRE**				
TRANSMISSION LINE TOWER				
Total Nos. of Tower = 2 Nos.				
Steel Weight for Normal Tower - 1 Nos. (Including B&N, STUB & SST)	MT		6.08	6.08
Steel Weight for Normal Tower + 3 M EXT - 1 Nos. (Including B&N, STUB&SST)	MT		6.41	6.41
Foundation				
Soil Excavation	cu.m		60.32	60.32
RCC - M25 Grade	cu.m		8.32	8.32
PCC- M10	cu.m		1.04	1.04
Rebar - Fe500 Grade	MT		0.57	0.57

HARDWARE:				
ACSR -Zebra Conductor- 2400 Meters	m		2400	2,400.00
7/3.18 GS -Earth Wire- 420 Meters	m		420	420.00
70KN Single Suspension Insulator Discs– 260 Nos.	Nos.		260	260.00
Single Suspension Insulator Hardware Fittings	Nos.		18	18.00
Mid Span Compression	Nos.		6	6.00
Repair Sleeve	Nos.		8	8.00
Vibration Damper	Nos.		8	8.00
Flexible Copper Earth Bond	Nos.		4	4.00
Suspension Clamp Assembly	Nos.		15	15.00
Tension Clamp Assembly	Nos.		4	4.00
Vibration Damper for Earth Wire	Nos.		14	14.00
Towering Accessories like Number Plate, Danger Plate, Circuit Plate, ACD and Tower Earthing	SETS		2	2.00
Note: Include Additional Price for Foundation Works, Tower Erection, Condutor/EW - Stringing & Commissioning				
230KV DC TRANSMISSION LINE FOR TENSION				
***WIND SPAN-335m, ACSR(ZEBRA) CONDUCTOR & GSS EARTHWIRE**				
TRANSMISSOIN LINE TOWER				
Total Nos. of Tower = 3 Nos.				
Steel Weight for Normal Tower - 2 Nos. (Including B & N, STUB & SST)	MT		26.78	26.78
Steel Weight for Normal Tower + 3 M Ext - 1 Nos. (Including B & N, STUB & SST)	MT		14.23	14.23
FOUNDATION				
Soil Excavation	cu.m		255.84	255.84
RCC - M25 Grade	cu.m		31.82	31.82
PCC- M10	cu.m		4.68	4.68
Rebar - Fe500 Grade	MT		2.50	2.50
HARDWARE:				
ACSR -Zebra Conductor- 3950 Meters	m		3950	3,950.00
7/3.18 GS -Earth Wire- 650 Meters	m		650	650.00
120kN Tension Insulator Discs – 765 Nos.	Nos.		765	765.00
Single Tension Insulator Hardware Fittings Complete	Nos.		45	45.00
Mid Span Compression Joint	Nos.		25	25.00
Repair Sleeve	Nos.		8	8.00
Vibration Damper	Nos.		20	20.00
Pilot Insulator Hardware Strings = 16 Nos.	SETS		16	16.00
120kN Pilot Insulator Discs – 340 Nos.	Nos.		340	340.00
Flexible Copper Earth Bond	Nos.		8	8.00
Suspension Clamp Assembly	Nos.		3	3.00
Tension Clamp Assembly	Nos.		40	40.00
Vibration Damper for Earth Wire	Nos.		15	15.00
Tower Accessories like Number Plate, Danger Plate, Circuit Plate, ACD and Towering Earthing	SETS		3	3.00
[illegible]				
MODULE MOUNTING STRUCTURE (FIXED) & FOUNDATION				
i) Structure with Cold Form Sections with Yingli Polycrystalline 300Wp Module (2x19)	MT		2514	2,514.00
Number of Structures = 4255 Nos; Conficguration of Structure = 2 x 19;				
Nos. of Modules per Structure = 38 Nos. ;				
Total Weight of Structure Excluding Weight of B & N = 492.5 kg				
ii) WEIGHT OF BOLTS & NUTS				
Weight of Stainless Steel B & N = (4.45 kg /Structure)	MT		23.0	23.00

iii) WEIGHT OF GI BOLTS & NUTS				
Weight of B & N = (15 kg /Structure)	MT		76.5	76.50

PART - B				
FOUNDATION FOR MODULE MOUNTING STRUCUTRE				
LONG STUB FOUNDATION (1.75m DEPTH and 0.3m DIAMETER)				
Weight of Lipped Channel Section = (11.5 kg/Foundation)	MT		383	383.36
Per Structure 8 Nos. of Foundations; Total Nos. of Foundations = 8x4167 =	Nos.		40,832	40,832.00
Pile Boring Length With 300MM Dia Pile and 1.75M Deep (Stub Embedment Below G.L is 1.70M)	RM		71456	71,456.00
Volume of Concrete for One Foundation (M25 Grade) = 0.130 cu.m Total Volume of Concrete =	cu.m		5309	5,309.00
Area of Shuttering per Structure = (0.6 m2) (With 75mm Projection Above F.G.L)	sq.m		3063	3,063.00
DC PACKAGE				
CABLE TRENCH - STRUCTURE TO INVERTER ROOM - (BURIED TYPE)				
Type - A - (800W X 800D mm)	**RM**		**15000**	15,000.00
Excavation	cu.m		9600	9,600.00
Backfilling	cu.m		5400	5,400.00
Surplus Earth	cu.m		4200	4,200.00
Sand Filling (800Wx250D)	cu.m		3000	3,000.00
2nd Class Brick Layed above Sand Filling (800Wx100D)	cu.m		1200	1,200.00
Warning Tape	RM		15000	15,000.00
Type - B - (1000W X 800D mm)	**RM**		**2200**	2,200.00
Excavation	cu.m		2400	2,400.00
Backfilling	cu.m		1350	1,350.00
Surplus Earth	cu.m		1050	1,050.00
Sand Filling (1000Wx250D)	cu.m		750	750.00
2nd Class Brick Laid above Sand Filling (1000Wx100D)	cu.m		300	300.00
Warning Tape	RM		3000	3,000.00
Type - C - (1200W X 800D mm)	**RM**		**350**	350.00
Excavation	cu.m		480	480.00
Backfilling	cu.m		270	270.00
Surplus Earth	cu.m		210	210.00
Sanding Filling (1200Wx250D)	cu.m		150	150.00
2nd Class Brick Laid above Sand Filling (1200Wx100D)	cu.m		60	60.00
Warning Tape	RM		500	500.00
Structure Support for SMB	**Nos.**		**704**	704.00
Soil Boring for Pile Dia 300mm to a Depth of 600mm below FGL	RM		845	845.00
Concrete (M25 Grade)	cu.m		33	33.00
Structural Steel	MT		32.0	32.00
Bolts & Nuts	MT		1.5	1.50
Lightening Arrestor Pole Foundation	**Nos.**		**44.0**	44.00
Concrete (M25 Grade)	cu.m		4.8	4.80
Surplus Earth	cu.m		4.8	4.80
Rebar (Fe 500)	MT		0.8	0.80
Soil Boring for Pile Dia 300mm to a Depth of 1500mm Below FGL	RM		66.0	66.00
INVERTER ROOM - BLOCK FOUNDATION WITH CANOPY SHED				
Block Foundation - (12 x 8.5m)	Nos.		22	22.00
FOUNDATION				
Volume of Excavation for Inverter Block	cu.m		1320.0	1,320.00
PCC (M10 Grade)	cu.m		209.0	209.00

RCC (M25 GRADE)				
For 150mm Thick Grade Slab	cu.m		374.0	374.00
STONE MASONRY 350MM THICK				
For Platforms & Steps (CM - 1:6)	cu.m		792.0	792.00
WEIGHT OF REINFORCEMENT- (Fe 500)				
For Grade Slab	MT		44.0	44.00
AREA FOR SHUTTERING WORK				
For Grade Slab	sq. m		660.0	660.00
PLASTERING				
External Plastering with 12mm THK (1:6 cm)	sq. m		3960.0	3,960.00
Morrum Filling	cu.m		1760.0	1,760.00
OVER HEAD CANOPY SHED (13 X 11M)				
Over Head Shed Structure is Galvainized Sheet	sq. m		3300.0	3,300.00
STRUCTURAL STEEL - FOR SHED				
Structural Steel Members for Shed - Pipe Sections, Square Tubes, Rectangular Tubes	MT		77.0	77.00
Steel Channel Support for Inverters/RMU/UPS	MT		22.0	22.00
Anchor Bolts - 16mm Dia- 500mm Length	MT		0.9	0.90
Bolts & Nuts for Fixing Sheets & Pipes	MT		1.2	1.20
FOUNDATION				
RCC (M25 Grade)	cu.m		92.7	92.70
Shuttering	sq. m		59.4	59.40
Weight of Reinforcement -Fe500 Grade	MT		6.4	6.40
Driving Length of Pile Foundation for Overhead Shed - 2.5m Depth & 450mm Dia	RM		550.0	550.00
RCC CABLE TRENCH INSIDE INVERTER ROOM				
TYPE-A - (1200Wx1500D mm) Type - A - (1200Wx1500D mm)	RM		600.0	600.00
Excavation	cu.m		654.0	654.00
Surplus Earth	cu.m		654.0	654.00
PCC (M10)	cu.m		67.8	67.80
RCC (M25)	cu.m		258.0	258.00
Rebar - Fe 500	MT		27.0	27.00
Shuttering	sq. m		1980.0	1,980.00
Structural Steel	MT		6.0	6.00
Chequred Plate	MT		12.0	12.00
1.4 MVA - Inverter Duty Transformer -(Without Oil Sump Pit)	Nos.		44	44.00
FOUNDATION FOR 1.4MVA TRANSFORMER				
Excavation	cu.m		1320	1,320.00
PCC (M10)	cu.m		110	110.00
RCC (M25)	cu.m		484	484.00
Rebar (Fe 500)	MT		30.7	30.70
Shuttering	sq.m		2200	2,200.00
Anchor Bolts M16 - 300 mm Length	Nos.		528	528.00
Structural Steel	MT		3.52	3.52
40mm Gravel Filling	cu.m		616	616.00
FENCING - 1.50m HV , 75x75x6 ANGLE POST , 2.5M c/c WITH WIREMESH 75 x75 mm WITH (230x350mm) MASONRY WORK	RM		748	748.00
GATE - 3.75m WIDE x 1.50m HEIGHV	Nos.		44	44.00

PVC-PIPE SLEEVE - 300mm DIA PIPE FOR CABLE ENTRY/OUTGOING INVERTER FOUNDATION BLOCK - 5000mm LENGTH EACH	Nos.		352	352.00
INVERTER ROOM ACCESSORIES				
Brickwork for Steps at Front and Backside of Inverter Room	Nos.		22	22.00
Brick Masonry	cu.m		22.0	22.00
(Cement Mortar 1:6) 12mm THK Pastering for Side Walls of Steps	sq. m		110.0	110.00
Firewall with two Transformers for Inverter Shed (5.5m Length/Wall)	Nos.		**44**	44.00
Excavation	cu.m		620.8	620.80
Backfilling	cu.m		523.2	523.20
Surplus Earth	cu.m		97.7	97.70
PCC(M10)	cu.m		33.7	33.70
RCC (M25 GRADE)				
Plinth Beam	cu.m		26.4	26.40
Lintel Beam	cu.m		26.4	26.40
Column	cu.m		61.6	61.60
Footing	cu.m		66.0	66.00
WEIGHT OF REINFORCEMENT				
Plinth Beam	MT		3.5	3.50
Lintel Beam	MT		3.5	3.50
Column	MT		5.3	5.30
Footing	MT		5.3	5.30
AREA FOR SHUTTERING WORK				
Plinth Beam	sq.m		114.8	114.80
Lintel Beam	sq.m		217.1	217.10
Column	sq.m		640.6	640.60
Footing	sq.m		158.4	158.40
Brick Work - 350mm Thick	cu.m		238.9	238.90
Plastering	sq.m		1900.8	1,900.80
CABLE TRENCH (AC EVACUVATION) - INVERTER ROOM TO CONTROL ROOM - (BURIED TYPE)				
Type - A - (2750W x 1250D mm)	RM		**354.8**	354.80
Excavation	cu.m		1220.3	1,220.30
Backfilling	cu.m		926.6	926.60
Surplus Earth	cu.m		293.8	293.80
Sanding Filling (2750W x 200D)	cu.m		295.3	295.30
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		97.6	97.60
Warning Tape	RM		355.0	355.00
Type - B - (1750W x 1250D mm)	RM		**638.7**	638.70
Excavation	cu.m		1400.0	1,400.00
Backfilling	cu.m		164.3	164.30
Surplus Earth	cu.m		335.7	335.70
Sand Filling (1750Wx200D)	cu.m		224.0	224.00
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		112.0	112.00
Warning Tape	RM		640.0	640.00
TYPE - C - (1500W x 1250D mm)	RM		**1850.0**	1,850.00
Excavation	cu.m		3468.8	3,468.80
Backfilling	cu.m		2636.3	2,636.30
Surplus Earth	cu.m		832.5	832.50
Sanding Filling (1500Wx200D)	cu.m		555.0	555.00
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		277.5	277.50
Warning Tape	RM		1850.0	1,850.00
TYPE - D - (1000W x 1250D mm)	RM		**283.9**	283.90
Excavation	cu.m		355.0	355.00
Backfilling	cu.m		269.8	269.80
Surplus Earth	cu.m		298.2	298.20

Sand Filling (1000Wx200D)	cu.m		56.8	56.80
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		28.4	28.40
Warning Tape	RM		284.0	284.00
TYPE - E - (800W x 1250D mm)	RM		**851.6**	851.60
Excavation	cu.m		852.0	852.00
Backfilling	cu.m		647.5	647.50
Surplus Earth	cu.m		204.5	204.50
Sand Filling (800Wx200D)	cu.m		136.3	136.30
2nd Class Brick Laid Above Sand Filling (Clay Brick of 100mm THK.)	cu.m		68.2	68.20
Warning Tape	RM		852.0	852.00
STORM WATER DRAINAGE - BRICK MASONRY/RR STONE MASONARY (RECTANGULAR) - INNER DIMENSION (0.8WX0.8D M), WALL THICKNESS -				
TOTAL LENGTH	**RM**		**10645.16**	10,645.16
Excavation	cu.m		22470.0	22,470.00
Backfilling	cu.m		7597.0	7,597.00
Surplus Earth	cu.m		14873.0	14,873.00
Pointing - Cement Mortar - 1:3	sq. m		21400.0	21,400.00
350THK Stone Masonry With CM 1:6	cu.m		6420.0	6,420.00
PCC M10 - 100 THK	cu.m		2247.0	2,247.00
Plastering for Inner Exposed Surface with CM 1:4	sq. m		23540.0	23,540.00
NP-3 CLASS HUME PIPE - AC CABLE/DRAIN/ROAD CROSSING				
300/400/500/700 MM DIA Hume Pipe -Single -7.50M Length	Nos.		150	150.00
Bitumen Road (3.75m Wide + 1m Shoulder on Both Sides of Road) - From Main Entry Gate to Control Room	RM		500	500.00
WBM Road (3.75m Wide + 0.5m Wide Shoulder on Both Sides of Road) - For all Inverter Rooms	RM		3750	3,750.00
150MM SAND GRAVEL MIX FOLLOWED WITH 150mm WBM GRADE III - 95% COMPACTION BY USING 6-10 TON ROLLER WITH 6 PASSESS				
Periphery Boundary Access - Providing Space, Clearing Vegetation & Light Compaction - 3.75m Wide	sq. m		14265	14,265.00
Fencing for Solar Field - Chain Link Wire Mesh with Barbed Wire - 2.0m Height above Ground Level	RM		3190	3,190.00
GI Chain Link Diamond Mesh (75 x 75) - 8 Gauge	sq. m		4466	4,466.00
Barbed Wire - 12 Gauge, with 3 Strands	RM		9570	9,570.00
Steel Post of L75x75x6, 0.5m Below Ground & 2m Hieght above GL & Spacking of Adjacent Poles at 3m C/C	MT		21.69	21.69
Pile Foundation (300mm Dia & 1.0m Deep) - 1064 Nos.				
Soil Boring to Depth of 1m/Foundation For 300mm Dia Pile, Length of Boring	RM		1063	1,063.33
PCC M20 Grade	cu.m		293	293.13
MISCELLANIOUS				
Main Entry Gate	Nos.		1	1.00
SECURITY KIOSK				
Prefab (2.5x2.5x3m)	Nos.		1	1.00
Prefab (1.2x1.2x3m)	Nos.		4	4.00
CONTROL ROOM BUILDING - RCC FRAMED STRUCTURE				
Room Size (25 X 14m)	Nos.		1	1.00
EARTHWORK				
Volume of Excavation	cu.m		421.0	421.00
Volume of Backfilling	cu.m		377.0	377.00

Removal of Surplus Earth	cu.m		44.0	44.00
PCC (M10 GRADE)				
Volume of PCC (1:3:6) (For Footing + Below Plinth Wall)	cu.m		15.0	15.00
Volume of PCC for Flooring (1:3:6)	cu.m		15.4	15.40
RCC (M25 GRADE)				
Lintel cu.m Sunshade	cu.m		9.5	9.50
Plinth Beam	cu.m		12.5	12.50
Roof Beam	cu.m		29.0	29.00
Roof Slab - 150 THK	cu.m		53.0	53.00
Column	cu.m		21.5	21.50
Footing	cu.m		26.5	26.50
Flooring	cu.m		13.5	13.50
WEIGHT OF REINFORCEMENT				
Lintel cu.m Sunshade	MT		1.4	1.40
Plinth Beam	MT		1.5	1.50
Roof Beam	MT		3.5	3.50
Roof Slab	MT		4.0	4.00
Column	MT		3.2	3.15
Footing	MT		2.5	2.50
Flooring	MT		1.4	1.40
AREA FOR SHUTTERING WORK				
Lintel cu.m Sunshade	sq. m		77.0	77.00
Plinth Beam	sq. m		95.0	95.00
Roof Beam	sq. m		247.0	247.00
Roof Slab	sq. m		350.0	350.00
Column	sq. m		222.0	222.00
Footing	sq. m		52.0	52.00
Damp Proof Course (1:2:4) - 50mm Thick	sq. m		350.0	350.00
Brickwork 115mm Thick With 1:6 CM	cu.m		5.5	5.50
Brickwork 230mm Thick With 1:6 CM	cu.m		88.0	88.00
Brickwork 350mm Thick With 1:6 CM	cu.m		34.0	34.00
Brickwork for Steps at Front and Backside of Control Room	Nos.		2.0	2.00
Brick Masonry	cu.m		4.2	4.22
Plastering For Side Walls of Steps	sq. m		7.7	7.68
PLASTERING				
External Wall Plastering 12mm THK + 6mm THK in 2 Layers CM (1:5)	sq. m		542.0	542.00
Interal Wall Plastering (Cement Mortar 1:4 - 12mm THK)	sq. m		530.0	530.00
Ceiling Plastering (Cement Mortar 1:4 - 6mm THK)	sq. m		309.0	309.00
FLOOR FINISHING				
Veritified Tile Flooring	sq. m		178.0	178.00
Heavy Duty Ceramic Tile Flooring	sq. m		30.0	30.00
Acid/Akali Resistant Tile	sq. m		13.0	13.00
WALL FINISHES				
Internal Wall - Oil Bound Distamber	sq. m		530.0	530.00
White Wash in Ceiling	sq. m		309.0	309.00
External Wall Painting - (Acrylic Emulsion Paint)	sq. m		542.0	542.00
ROOF INSULATION				
WEATHER PROOF				
20mm THK layer of Cement Mortar of Mix 1:5 Admixed with Water Proofing Compound	sq. m		350.0	350.00
100mm THK Cement Concrete using Brick Bats 25mm to 100mm Size with 50% of Cement Mortar (1:5) Admixed with Water Proofing Compound.	sq. m		350.0	350.00

20mm THK Jointless Cement Mortar Mix (1:4) Admixed with Water Proofing Compound	sq. m		350.0	350.00
Rain Water Down Pipes (UPVC - 100mm Dia)	RM		40.0	40.00
JOINERIES				
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 1500)	sq. m		14.2	14.18
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 750)	sq. m		0.5	0.53
Power Coated Aluminium Fire Proof Door Frame with Glazed Double Door Shutter (2100 x 1800)	sq. m		7.6	7.56
PVC Door Frame with 30mm Thick Flush Door Single Shutter (750 x 2100)	sq. m		1.6	1.58
Power Coated Aluminium Fire Proof Door Frame with Glazed Single Door Shutter (2100 x 1200)	sq. m		5.0	5.04
Aluminium Door Frame with Single Door Shutter (12mm Thick Mainated Board) (2100 x 1000)	sq. m		6.3	6.30
Partly Openable Partly Fixed Glazed Ventilator with Power Coated Section (400 x 600)	sq. m		1.2	1.20
Standard Steel Rolling Shutter (2500 x 3000)	sq. m		7.5	7.50
PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING				
Well Compacted Brick Bats - 75mm THK	cu.m		4.7	4.73
PCC (M10) - 50mm THK	cu.m		3.2	3.15
RCC CABLE TRNCH INSIDE CONTROL ROOM BUILDING				
Type - A - (2800W x 2200D mm)	RM		**24.0**	24.00
Excavation	cu.m		207.8	207.84
PCC (M10)	cu.m		6.0	6.00
RCC (M25)	cu.m		36.5	36.48
Rebar - Fe 500	MT		2.6	2.64
Shuttering	sq. m		110.4	110.40
Structural Steel	MT		1.4	1.44
Chequred Plate	MT		1.2	1.20
Type - B - (1500W x 1200D mm)	RM		**30.0**	30.00
Excavation	cu.m		97.5	97.50
PCC (M10)	cu.m		4.5	4.50
RCC (M25)	cu.m		25.8	25.80
Rebar - Fe 500	MT		1.8	1.80
Shuttering	sq. m		75.0	75.00
Structural Steel	MT		0.6	0.60
Chequred Plate	MT		0.6	0.60
TYPE-C - (300Wx500D mm)	RM		**10.0**	10.00
Excavation	cu.m		9.1	9.10
PCC (M10)	cu.m		0.6	0.60
RCC (M25)	cu.m		3.4	3.40
Rebar - Fe 500	MT		0.3	0.27
Shuttering	sq. m		11.4	11.40
Structural Steel	MT		0.1	0.05
Chequred Plate	MT		0.2	0.20
PVC Pipe Sleeve - 300mm Dia Pipe for Cable Entry into Control Room - 500mm Length each	Nos.		50	50.00
OTHERS				
Structural Steel Ladder	LOT		1	1.00
SEWERAGE SYSTEM				
Septic Tank for 20 Users along with Soak Pit	set.		1	1.00
Excavation	cu.m		42.7	42.73
PCC (M10)	cu.m		1.7	1.73
Brick Work in CM (1:6)	cu.m		12.5	12.48
Plastering in CM (1:3)	Sq. m		30.0	30.00

RCC (M25)	cu.m		5.4	5.41
Reinforcement	MT		0.2	0.15
Shuttering	Sq. m		10.0	10.00
100 Dia. AC Ventilating Pipe 4.5m Long with Cowl	set.		1.0	1.00
600 x 600mm. Size CI Manhole Cover with Frame	set.		1.0	1.00
450 x 450mm. Size CI Manhole Cover with Frame	set.		3.0	3.00
Sewerage Line through 100 Dia. SW Pipe	RM		15.0	15.00
WATER SUPPLY & SANITARY				
Wash Basin (Color, Oval Shape) (450 x 550) with all Fittings to be Fixed on Concrete Platform finished with 12mm Thick Polished Granite Stone	Nos.		1	1.00
WC (Western Type) 390mm. high with Toilet Paper Roll Holder and all Fittings	Nos.		2	2.00
Urinal with all Fittings with Photo Volvic Control Flushing System	Nos.		2	2.00
Gully Trap	Nos.		1	1.00
Towel Rod, Soap Holder & Mirror	Nos.		1	1.00
Bib Cock	Nos.		2	2.00
Nally Trap	Nos.		1	1.00
Man Hole Chamber (450 x 450)	Nos.		1	1.00
Supply and Distribution of Cold Water for use within Administration Building with GI Pipes	lot		1	1.00
Providing, Supplying and Fixing CI for Soil and Drain Pipes Underground including all Fittings such as Bends, Tees, Branches Clamps, Reducers	lot		1	1.00
PVC Water Storage Tank - Sintex or Equivalent make Conforming to IS:12701 - 1000 LIT Capacity	Nos.		1.0	1.00
Office Furnitures - Table, Desks & Chairs etc.	LOT		1.0	1.00
RAMP AT ENTRANCE OF CONTROL ROOM				
M25 - Grade Slab	cu.m		2.1	2.10
Rebar - Fe 500	MT		0.1	0.08
Brickwork 350mm Thick	cu.m		1.1	1.05
Compacted Earth Filling	cu.m		9.0	9.00
Plastering - 12mm THK	sq. m		6.0	6.00
COMPOSITE ROOF SLAB				
Structural Steel for Beams including Connecting Angles and Plates	MT		11.8	11.80
Bolts and Nuts	MT		0.03	0.03
Sheeting for Roof Metal Deck (1.25mm THK) including Lapping	sq. m		350.0	350.00
Rebar - Fe 500	MT		1.6	1.55
Concrete for Roof Slab and Belv Beam	cu.m		42.0	42.00
Site Preperation - Grading & Leveling (Clearing Vegetation & Site Clearing need to be considered)	acres		154	154.00
LIGHTING POLE				
Foundation	Nos.		45	45.00
Soil Boring to Depth of 1.2m/Foundation for 350mm Dia Pile, Total Length of Boring	RM		54	54.00
RCC M20	cu.m		9.0	9.00
Rebar - Fe 500	MT		0.42	0.42
MODULE CLEANING SYSTEM AND PIPING WITH UNDERGROUND RCC WATER TANKS				
UNDER GROUND RCC WATER STORAGE TANK				
TANK SIZE: 4x3.5x2 M	Nos.		4	4.00
Excavation for Underground RCC Tanks	cu.m		184	184.00
Backfilling	cu.m		64	64.00
Surplus Earth	cu.m		120	120.00
PCC (1:3:6)	cu.m		6	6.00
RCC M25	cu.m		60	60.00
Rebar - Fe 500	MT		5	5.20

Shuttering	Sq.m		360	360.00
TANK ACCESSORIES FOR UNDERGROUND RCC TANKS				
Man Hole (1 sq.m) Cover - Steel	Nos.		4	4.00
Structural Steel - Fixtures, Bolts & Nuts Structural Steel	MT		0.4	0.40
PIPE QUANTITY				
65mm Dia - HDPE/PVC Pipe from Bore Well to Water Tank	RM		100	100.00
50mm DIA -HDPE/PVC PIPE BETWEEN WATER TANKS	RM		2150	2,150.00
Perforated 12 in. PVC Pipe for Borewell	FT		600	600.00
FIXTURES (FOR 65mm DIA PIPE , FROM BOREWELL TO WATER TANK)				
T-Bends (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		5	5.00
Gate Valve	Nos.		4	4.00
90 Deg Bend (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		6	6.00
45 Deg Bend (for 65mm Dia Pipe) (From Borewell to Water Tank)	Nos.		5	5.00
Joiners for Connecting Pipes (Considering Single Pipe of 6m. Length)	Nos.		17	16.67
FIXTURES (FOR 50mm DIA PIPE , BETWEEN WATER TANKS)				
T-Bends (for 50mm. Dia Pipe) (between Two Water Tanks)	Nos.		10	10.00
Gate Valve	Nos.		10	10.00
90 Deg Bend (For 50mm. Dia Pipe) (Pipe Line Connecting Two Water Tanks)	Nos.		60	60.00
45 Deg Bend (For 50mm. Dia Pipe) (Pipe Line Connecting Two Water Tanks)	Nos.		20	20.00
Joiners for Connecting Pipes (Considering Single Pipe of 6m. Length)	Nos.		358	358.33
PUMP & MOTOR				
Bore Well Sub-Merisible Pump with Motor - 10 HP Motor	Nos.		2	2.00
Pump with Motor - 5 HP Motor (for Supplying Water between Water Tanks)	Nos.		3	3.00
0.5 HP Motors for Drawing Water from the Tank into the Module Cleaning Vehicle	Nos.		4	4.00
A) Trench for Road Crossing (400W X 300D mm)	RM		100	100.00
Excavation	cu.m		12	12.00
Surplus Earth	cu.m		8	8.00
Backfilling	cu.m		4	4.00
Sand Filling - 200mm. THK	cu.m		8	8.00
Hume Pipe (100mm. Dia, 5m. Long)	Nos.		10	10.00
B) Trech for Pipeline (300W x 300D mm.)	RM		2150	2,150.00
Excavation	cu.m		193.5	193.50
Backfilling	cu.m		64.5	64.50
Surplus Earth	cu.m		129	129.00
Sand Filling - 200mm. THK	cu.m		129	129.00
C) Pipeline at Drain Crossing			13	13.00
PCC (M10) Pedestal (275 x 275 mm.)	cu.m		0.559	0.56
Module Cleaning by Mobile Vehicle - with 5000 Liters Capacity Water Tank	Nos.		4	4.00
Nos. of Borewells	Nos.		2	2.00
Ro Plant (if Required)	LOT		1	1.00
230Kv SWITCHYARD				
POOLING STATION BUILDING - RCC FRAMED STRUCTURE				
Room Size (20 x 12m)	Nos.		1	1.00
EARTHWORK				
Volume of Excavation	cu.m		280.0	280.00
Volume of Backfilling	cu.m		241.0	241.00
Removal of Surplus Earth	cu.m		39.0	39.00

PCC (M10 GRADE)				
Volume of PCC (1:3:6) (For Footing + below Plinth Wall)	cu.m		14.0	14.00
Volume of PCC for Flooring (1:3:6)	cu.m		13.0	13.00
RCC (M25 GRADE)				
Lintel cu.m Sunshade	cu.m		8.2	8.20
Plinth Beam	cu.m		9.3	9.30
Roof Beam	cu.m		24.0	24.00
Roof Slab - 150 THK	cu.m		36.0	36.00
Column	cu.m		20.0	20.00
Footing	cu.m		25.0	25.00
Flooring	cu.m		13.0	13.00
WEIGHT OF REINFORCEMENT				
Lintel cu.m Sunshade	MT		1.2	1.20
Plinth Beam	MT		1.3	1.30
Roof Beam	MT		3.3	3.30
Roof Slab	MT		2.7	2.70
Column	MT		3.0	3.00
Footing	MT		1.7	1.72
Flooring	MT		1.4	1.40
AREA FOR SHUTTERING WORK				
Lintel cu.m Sunshade	sq. m		63	63.00
Plinth Beam	sq. m		80	80.00
Roof Beam	sq. m		202	202.00
Roof Slab	sq. m		250	250.00
Column	sq. m		196	196.00
Footing	sq. m		45	45.00
Damp Proof Course (1:2:4) - 50mm. Thick	sq. m		240	240.00
Brickwork 115 mm. thick with 1:6 CM	cu.m		7	7.00
Brickwork 230 mm. thick with 1:6 CM	cu.m		97	97.00
Brickwork for Steps at Front and Backside of Control Room	Nos.		2	2.00
Brick Masonry	cu.m		4.2	4.22
Plastering for Side Walls of Steps	sq. m		7.7	7.68
PLASTERING				
External Wall Plastering 12mm. THK + 6mm THK in 2 Layers CM (1:5)	sq. m		373	373.00
Internal Wall Platering (Cement Mortar 1:4 - 12mm. THK)	sq. m		594	594.00
Ceiling Plastering (Cement Mortar 1:4 - 6mm. THK)	sq. m		240	240.00
FLOOR FINISHING				
Virtified Tile Flooring	sq. m		116	116.00
Heavy Duty Ceramic Tile Flooring	sq. m		28	28.00
Acid/Alkali Resistant Tile	sq. m		13	13.00
WALL FINISHES				
Internal Wall - Oil Bound Distamber	sq. m		594	594.00
White Wash in Ceiling	sq. m		240	240.00
External Wall Painting - (Acrylic Emulsion Paint)	sq. m		373	373.00
ROOF INSULATION				
Weather Proof				
20mm. THK Layer of Cement Mortor of Mix 1:5 Admixed with Water Proofing Compound	sq. m		240	240.00
100mm. THK Cement Concrete using Brick Bats 25mm. to 100mm. size with 50% of Cement Mortor (1:5) Admixed with Water Proofing Compound	sq. m		240	240.00
20mm. THK Jointless Cement Motor Mix (1:4) Admixed with Water Proofing Compound	sq. m		240	240.00
Rain Water Down Pipes (UPVC - 100mm. Dia)	RM		40	40.00

JOINERIES				
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 1500)	sq. m		10.1	10.13
Power Coated Aluminium Frame with Glazed Window Partly Fixed & Openable (1350 x 750)	sq. m		0.5	0.53
Power Coated Aluminium Fireproof Door Frame with Glazed Door Shutter (2100 x 1800)	sq. m		7.6	7.56
PVC Door Frame with 30mm. thick Flush Door Single Shutter (750 x 2100)	sq. m		1.6	1.58
Power Coated Aluminium Fireproof Door Frame with Glazed Ssingle Door Shutter (2100 x 1200)	sq. m		2.5	2.52
Aluminium Door Frame with Single Door Shutter (12mm. thick Mainated Board) (2100 x 1000)	sq. m		6.3	6.30
Partly Openable, Partly Fixed Glazed ventilator with Power Coated Section (400 x 600)	sq. m		1.2	1.20
Standard Steel Rolling Shutter (2500 x 3000)	sq. m		7.5	7.50
PLINTH PROTECTION - 750MM WIDTH ALL AROUND THE BUILDING				
Well Compacted Brick Bats - 75mm. THK	cu.m		2.6	2.60
PCC (M10) - 50mm. THK	cu.m		3	3.00
RCC CABLE TRNCH INSIDE CONTROL ROOM BUILDING				
Type -A- (2800W x 2200D mm.)	RM		**20**	20.00
Excavation	cu.m		173.2	173.20
PCC (M10)	cu.m		5.0	5.00
RCC (M25)	cu.m		30.4	30.40
Rebar - Fe 500	MT		2.2	2.20
Shuttering	sq. m		92.0	92.00
Structura Steel	MT		1.2	1.20
Chequred Plate	MT		1.0	1.00
				-
Type -B- (1500Wx1200D mm.)	RM		**35**	35.00
Excavation	cu.m		113.8	113.75
PCC (M10)	cu.m		5.3	5.25
RCC (M25)	cu.m		30.1	30.10
Rebar - Fe 500	MT		2.1	2.10
Shuttering	sq. m		87.5	87.50
Structura Steel	MT		0.7	0.70
Chequred Plate	MT		0.7	0.70
				-
Type -C- (300W x 500D mm.)	RM		**10**	10.00
Excavation	cu.m		9.1	9.10
PCC (M10)	cu.m		0.6	0.60
RCC (M25)	cu.m		3.4	3.40
Rebar - Fe 500	MT		0.3	0.27
Shuttering	sq. m		11.4	11.40
Structura Steel	MT		0.1	0.05
Chequred Plate	MT		0.2	0.20
				-
PVC Pipe Sleeve - 300mm. Dia Pipe for Cable Entry into Control Room - 500mm Length Each	Nos.		**50**	50.00
				-
OTHERS				
Structural Steel Ladder	LOT		1	1.00
				-
SEWERAGE SYSTEM				
Septic Tank for 20 Users along with Soak Pit	set.		1	1.00
Excavation	cu.m		42.7	42.73
PCC (M10)	cu.m		1.7	1.73
Brick Work in CM (1:6)	cu.m		12.5	12.48
Platering in CM (1:3)	Sq. m		30.0	30.00
RCC (M25)	cu.m		5.4	5.41
Reinforcement	MT		0.2	0.15
Shuttering	Sq. m		10.0	10.00

100 Dia. AC Ventilating Pipe 4.5m long with Cowl	set.		1.0	1.00
600 x 600mm. Size CI Manhole Cover with Frame	set.		1.0	1.00
450 x 450mm. Size CI Manhole Cover with Frame	set.		3.0	3.00
Sewerage Line through 100 Dia. SW Pipe	RM		15.0	15.00
WATER SUPPLY & SANITARY				
Wash Basin (Color, Oval Shape) (450 x 550) with all Fittings to be fixed on Concrete Platform finished 12mm. thick Polished Granite Stone)	Nos.		1	1.00
WC (Western Type) 390 mm. high with Toilet Paper Roll Holder and All Fittings	Nos.		2	2.00
Urinal with all Fittings with Photo Volvic Control Flushing System	Nos.		2	2.00
Gully Trap	Nos.		1	1.00
Towel Rod, Soap Holder & Mirror	Nos.		1	1.00
Bib Cock	Nos.		2	2.00
Nally Trap	Nos.		1	1.00
Man Hole Chamber (450 x 450)	Nos.		1	1.00
Supply and Distribution of Cold Water for use within Administration Building with GI Pipes	lot		1	1.00
Providing, Supplying and Fixing CI for Soil and Drain Pipes Underground including all Fittings such as Bends, Tees, Branches Clamps, Reducers	lot		1	1.00
PVC Water Storage Tank - Sintex or Equivalent make conforming to IS:12701 - 100 LIT Capacity	Nos.		1.0	1.00
Office Furnitures - Tables, Desks & Chairs etc.	LOT		1.0	1.00
RAMP AT ENTRANCE OF CONTROL ROOM				
M25- Grade Slab	cu.m		2.1	2.10
Rebar - Fe 500	MT		0.1	0.08
Brickwork 350mm. thick	cu.m		1.1	1.05
Compacted Earth Filling	cu.m		9.0	9.00
Plastering - 12mm. THK	sq. m		6.0	6.00
COMPOSITE ROOF SLAB				
Structural Steel for Beams including connecting Angles and Plates	MT		8.1	8.09
Bolts and Nuts	MT		0.03	0.03
Sheeting for Roof Metal Deck (1.25 mm. THK) including Lapping	sq. m		240	240.00
Rebar - Fe 500	MT		1.2	1.20
Concrete for Roof Slab and Belv Beam	cu.m		29	29.00
POWER TRANSFORMER	Nos.		2	2.00
21MVA, ONAN				
FOUNDATION FOR 21MVA TRANSFORMER				
Excavation	cu.m		102	102.00
PCC (M10)	cu.m		12	12.00
RCC (M25)	cu.m		50	50.00
Rebar - Fe 500	MT		6	6.00
Shuttering	sq.m		520	520.00
Structural Steel	MT		1	1.00
90lbs. Rail	RM		24	24.00
40mm. Gravel Filling	cu.m		12	12.00
BURNT OIL SUMP PIT				
Excavation	cu.m		90	90.00
PCC (M10)	cu.m		2	2.00
RCC (M25)	cu.m		20	20.00
Rebar - Fe 500	MT		2	2.00
Shuttering	sq.m		120	120.00
Structural Steel	MT		0.6	0.60
Man Hole 700 x 700mm.	Nos.		4	4.00
Steel Pipe from Transformer 150mm. Dia	RM		20	20.00
FIREWALL FOR POWER TRANSFORMER	Nos.		1	1.00

Excavation	cu.m		10.3	10.30
Backfilling	cu.m		8.6	8.60
Surplus Earth	cu.m		1.7	1.70
PCC(M10)	cu.m		0.4	0.41
RCC (M25 GRADE)				
Plinth Beam	cu.m		0.8	0.75
Top Beam	cu.m		0.8	0.75
Column	cu.m		1.8	1.80
Footing	cu.m		1.4	1.35
WEIGHT OF REINFORCEMENT				
Plinth Beam	MT		0.05	0.05
Top Beam	MT		0.05	0.05
Column	MT		0.18	0.18
Footing	MT		0.16	0.16
AREA FOR SHUTTERING WORK				
Plinth Beam	sq.m		4.2	4.20
Top Beam	sq.m		6.3	6.30
Column	sq.m		20.2	20.20
Footing	sq.m		3.6	3.60
Brick Work - 350mm. thick	cu.m		10.6	10.60
Plastering	sq.m		72.0	72.00
Lightening Arrester	Nos.		12	12.00
STRUCTURE				
Structural Steel (Lattice)	MT		4.2	4.20
Foundation Bolts + Bolts and Nuts	MT		0.84	0.84
FOUNDATION				
Excavation	cu.m		252.0	252.00
Backfilling	cu.m		201.6	201.60
Removal of Surplus Earth	cu.m		50.4	50.40
PCC (M10)	cu.m		3.36	3.36
RCC (M25)	cu.m		23.5	23.52
Rebar - Fe 500	MT		1.34	1.34
Shuttering	sq. m		134.4	134.40
Volume of Grout	cu.m		0.36	0.36
Current Transformers/Metering Current Transformer	Nos.		18	18.00
STRUCTURE				
Structural Steel (Lattice)	MT		4.0	4.03
Foundation Bolts	MT		0.8	0.76
Bolts and Nuts	MT		0.4	0.38
FOUNDATION				
Excavation	cu.m		453.6	453.60
Backfilling	cu.m		408.2	408.24
Removal of Surplus Earth	cu.m		45.4	45.36
PCC (M10)	cu.m		10.1	10.08
RCC (M25)	cu.m		58.0	57.96
Rebar - Fe 500	MT		1.6	1.59
Shuttering	sq. m		236.9	236.88
Volume of Grout	cu.m		0.4	0.36
				-
Potential Transformer/Voltage Transfomer	Nos.		15	15.00
STRUCTURE				
Structural Steel (Lattice)	MT		3	3.36
Foundation Bolts	MT		0.11	0.11
Bolts and Nuts	MT		0.11	0.11
FOUNDATION				
Excavation	cu.m		294	294.00
Backfilling	cu.m		231	231.00
Removal of Surplus Earth	cu.m		63	63.00
PCC (M10)	cu.m		6	6.30
RCC (M25)	cu.m		32	31.50

Rebar - Fe 500	MT		2	1.79
Shuttering	sq. m		168	168.00
Volume of Grout	cu.m		0.30	0.30
SF6 Circuit Breaker (3Ph.)	Nos.		4	4.00
STRUCTURE				
FOUNDATION				
Excavation	cu.m		184.8	184.80
Backfilling	cu.m		145.6	145.60
Removal of Surplus Earth	cu.m		39.2	39.20
PCC (M10)	cu.m		4.5	4.48
RCC (M25)	cu.m		39.2	39.20
Rebar - Fe 500	MT		2.8	2.80
Shuttering	sq. m		156.8	156.80
Volume of Grout	cu.m		0.08	0.08
ISOLATOR (One pole, three Phase)				
WITH ES (3ph)	Nos.		5	5.00
WITHOUT ES (3ph)	Nos.		4	4.00
STRUCTURE				
Structural Steel (Lattice)	MT		5	5.04
Foundation Bolts	MT		0.11	0.11
Bolts and Nuts	MT		0.06	0.06
FOUNDATION				
Excavation	cu.m		239	239.40
Backfilling	cu.m		212	211.68
Removal of Surplus Earth	cu.m		28	27.72
PCC (M10)	cu.m		5	5.29
RCC (M25)	cu.m		24	23.94
Rebar - Fe 500	MT		3	2.92
Shuttering	sq. m		164	163.80
Volume of Grout	cu.m		0.18	0.18
BUS POST INSULATOR (BPI)	Nos.		30	30.00
STRUCTURE				
Structural Steel (Lattice)	MT		13	12.60
Foundation Bolts	MT		0.38	0.38
Bolts and Nuts	MT		0.21	0.21
FOUNDATION				
Excavation	cu.m		714	714.00
Backfilling	cu.m		462	462.00
Removal of Surplus Earth	cu.m		252	252.00
PCC (M10)	cu.m		17	16.80
RCC (M25)	cu.m		84	84.00
Rebar - Fe 500	MT		2.6	2.65
Shuttering	sq. m		281	281.40
TOWERS AND GIRDERS				
Girder	Nos.		5	5.00
Structural Steel (Lattice)	MT		10.5	10.50
Bolts and Nuts	MT		0.665	0.67
Towers	Nos.		10	10.00
Structural Steel (Lattice)	MT		32.20	32.20
Foundation Bolts	MT		1.40	1.40
Bolts and Nuts	MT		2.24	2.24
FOUNDATION				
Excavation	cu.m		387.8	387.80

Backfilling	cu.m		329.0	329.00
Removal of Surplus Earth	cu.m		58.8	58.80
PCC (M10)	cu.m		16.8	16.80
RCC (M25)	cu.m		168.0	168.00
Rebar - Fe 500	MT		16.8	16.80
Shuttering	sq. m		490.0	490.00
Anti-Weed Treatment	sq. m		800	800.00
Gravel Filling in Switchyard (150mm. THK)	cu.m		900	900.00
Fencing for Switchyard - 1.50m Height of GI Wire Mesh Fencing	RM		320	320.00
Gate for Switchyard	Nos.		1	1.00
Drainage -Brick Work- 300 x 300mm.	RM		150	150.00
Excavation	cu.m		23	23.00
PCC (M10)	cu.m		4.6	4.58
Brick Work in CM (1:6)	cu.m		26	26.00
Plastering 12mm. Thick in CM (1:3)	Sq. m		200	200.00
RCC CABLE TRENCH INSIDE SWITCH YARD				
Type -A- (1200W x 1600D mm.)	RM		300	300.00
Excavation	cu.m		999.0	999.00
PCC (M10)	cu.m		39.0	39.00
RCC (M25)	cu.m		222.0	222.00
Rebar - Fe 500	MT		24.0	24.00
Shuttering	sq. m		2025.0	2,025.00
Structural Steel	MT		9.0	9.00
Precast Cover Slab - (1200W x 1000L mm.)	Nos.		300.0	300.00
TYPE-B-(600Wx800Dmm)	RM		600	600.00
Excavation	cu.m		708.0	708.00
PCC (M10)	cu.m		48.0	48.00
RCC (M25)	cu.m		198.0	198.00
Rebar - Fe 500	MT		25.2	25.20
Shuttering	sq. m		2100.0	2,100.00
Structural Steel	MT		21.6	21.60
Precast Cover Slab - (600W x 1000L mm.)	Nos.		600.0	600.00
NGR & BMK	Nos.		2	2.00
Structural Steel (Lattice)	MT		0.3	0.30
Bolts and Nuts	MT		0.006	0.01
Lighting Mast	Nos.		4	4.00
Structural Steel (Lattice)	MT		1	1.00
Foundation Bolts	MT		0.04	0.04
Bolts and Nuts	MT		0.02	0.02
FOUNDATION				
Excavation	cu.m		6.8	6.80
PCC (1:3:6)	cu.m		0.8	0.80
Concrete (M25)	cu.m		3.2	3.20
Rebar - Fe 500	MT		0.06	0.06
[illegible]				
RTU Panel - Outdoor (IP54)	**Nos.**		**24**	24.00
MAJOR EQUIPMENT FOR ONE RTU PANEL				
a. Central Processing Unit	Nos.		1	1.00
b. Power Supply Unit for Controller	Nos.		1	1.00
c. 16 port Managed Ethernet Switch with direct 2 FO interface	Nos.		1	1.00
d. RS 485 Gateway with 2 MODBUS port	Nos.		5	5.00

e. Modbus Surge Protection device-Dual Channel	Nos.		5	5.00
f. Modbus Isolator - Dual Channel	Nos.		5	5.00
CPU Panel - Indoor (IP42)	Nos.		1	1.00
MAJOR EQUIPMENT FOR ONE CPU PANEL				
a. Central Processing Unit	Nos.		1	1.00
b. Power Supply Unit for Controllers	Nos.		1	1.00
c. 16 port Managed Ethernet Switch with direct 4 FO interface	Nos.		1	1.00
d. Hardware Firewall for Network	Nos.		1	1.00
e. RS485 Repeater	Nos.		27	27.00
Met Station Equipments	Set		3	3.00
a. Global Horizontal Irradiation PyraNos.meter	Nos.		1	1.00
b. TiLVed Irradiation PyraNos.meter (CMP11 - 1)	Nos.		1	1.00
c. Ambient Temperature Sensor	Nos.		1	1.00
d. Module Surface Temperature Sensor	Nos.		1	1.00
e. Wind Vane	Nos.		1	1.00
f. Wind Speed	Nos.		1	1.00
g. Dalalogger	Nos.		1	1.00
Engineering Workstation cu.m Server	Nos.		1	1.00
Server Grade PC with RAID 5 Configuration; Windows 7 Operating System/Windows server; 21 Inch LCD Monitor; Intel i7 Processor 2.9 GHz; 2 TB Hard Disk Capacity; 4 GB DDR3 SDRAM; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office and Antivirus license for 1 year				
Operator Workstation	Nos.		1	1.00
PC with RAID 1 Configuration; Windows 7 Operating System; 21 Inch LCD Monitor; Intel i7 Processor 2.9 GHz; 2 TB Hard Disk Capacity; 4 GB DDR3 SDRAM; DVD R/W; USB ports; Keyboard & Optical Mouse, MS Office and Antivirus license for 1 year				
SCADA SOFTWARE (WITH OPC SUPPORT)				
a. Programming Software for individual PLC	Nos.		1	1.00
b. SCADA Control Building Licensed Software in Main Control Room for EWS cu.m server & OWS with OPC support	Nos.		1	1.00
c. Web Client Access License	Nos.		3	3.00
Earthing Kit for RTU, CPU & Met station (GI Rods, Charcoal and SaLV)	Nos.		53	53.00
Earthing Kit for SMB loops (GI Rods, Charcoal and SaLV)	Nos.		372	372.00
3 pin socket	lot		1	1.00
Mounting Arrangement of MET station, CPU Panel & RTU Panel	Set		28	28.00
Nuts and BOLTS for mounting the panel	Lot		1	1.00
2.5 sq mm 3 core Flexible Power Supply cable	Meters		1400	1,400.00
2 Pair Armoured RS 485 cable	Meters		149700	149,700.00
Armoured 4core MuLVimode OFC cable	Meters		12600	12,600.00
16Sqmm green/yellow Cable for Earthing	Meters		1700	1,700.00
4Sqmm green/yellow Cable for Earthing (SMB Looping)	Meters		130200	130,200.00
CAT 6 Cable	Meters		15600	15,600.00
RJ45 Jackets	lot		1	1.00
Lugs and Ferrules (tinned copper armoured and shielded)	Lot		1	1.00
Table Top Console For PC/Server & Printer with necessary furniture	Nos.		3	3.00
A4 size Laser Jet B/W Printer	Nos.		1	1.00
RS485 & OFC Termination	lot		1	1.00
The following equipment are considered for monitoring				
a. String Monitoring Box				
b. Inverters (GE)				
c. Tri-Vector Meters/MuLVi function Meter				

d. Weather Station				
Note:				
a. SCADA room should be Air conditioned.				
b. Electronic & Power earthing is considered for all CPU, RTU panels, Met station & SMB loopings..				
c. Centralized UPS is considered.				
d. Power cable is considered in AC BOQ for All SCADA panels & MET Station.				
e. All cable lengths are indicative.				
f. Web client license can be scalable based on demand.				
g. SCADA BOQ is considered for total 150MW (3x50MW) project.				
h. 1 Nos. Weather station is considered for each 50MW plant.				
i. Internet connection will be provided by Client.				
[redacted]				
IP based Fixed Camera with necessary mounting arrangements (3 Sub Control Rooms, 1 Main control room & 4 Gate)	Nos.		8	
Image Sensor - 1/2.7" HD 1080 CMOS; Sensor Resolution - 2.1MP 1920x1080; Scanning Mode - Progressive; Sensitivity - Color: 0.1 Lux @ f1.4 / NighV Mode: 0.03 Lux @ F1.4 at 30 IRE; Signal to Nos.ise Ratio (SNR) ≥50 dB; Compression - Fully compliant muLVi-stream H.264 main profile + MJPEG; Resolution Range - Scalable from CIF to HD1080 (1920x1080); Ethernet - 10 / 100 Base-T auto sensing, half / full duplex (RJ45); Input VoLVage - 12 VDC / 24 VAC ±10% or 802.3af PoE;				
Pole Mount Adapter for outdoor camera	Nos.		4	
Mounting Structure with LigHVning arrester	Nos.		8	
10 m long GI pole to be installed for the mounting of the camera				
Outdoor wall bracket for the camera	Nos.		8	
Enclosure for housing network switch IP65	Nos.		4	
Security Platform for IP Video and Intrusion	Nos.		1	
Windows 7 or latest, Intel i5 processor, 4GB RAM, 500 GB HDD, 2 Gigabit NICs Network, Support 128 MB 667 DDRII cache memory, support Hot spare and automatic hot rebuild, allow online capacity expansion within the enclosure, local audible even Notification alarm;HDMI output				
Network Video recorder specification: H.264/MPEG4, Dual-Stream, MuLVi-channel synchro playback, VGA & CVBS output, 3*USB 2.0, RS485, RS232, Gigabit NIC, with alarm I/O, Include CVMS (Central Video Management Software) and Mobile Surveillance Application Front panel operation, IR remote control and mouse operation, 1.5U case 19"80Mbps Bit Rate Input Max(up to 32-ch IP video), 4 SATA interfaces, alarm I/O: 16/4 with 3 TB Western Digital video surveillance hard disk; Minimum 15 days data storage	Nos.		1	
Supply installation, connection and operation of keyboard controller with function key	Nos.		1	
21" LCD Monitor for main control room (HDMI output with suitable connection accessories to CCTV Workstation)	Nos.		1	
Suitable Table with Necessary Furniture	Nos.		1	
CAT-6 Cable for connecting PC to the Ethernet switch	Meters.		400	
16 Sqmm green/yellow Cable for Earthing	Meters.		400	
4 port UnManaged Ethernet switch with direct 2 FO port	Nos.		7	
8 port UnManaged Ethernet switch with direct 4 FO port	Nos.		1	
3 core 4 sq. mm. armoured cable for power supply	Meters.		400	
Armoured 4 core MuLVi mode OFC cable	Meters		3000	
Fiber Optic Components/connectors/other necessary accessories			As required	
Earthing Kit for camera poles (GI Rods, Charcoal and SaLV)	Nos.		8	
[redacted]				
Ford F250 Super Crew Cab Super Duty XLT	Nos.		1	
Ford F350 Super Crew Cab Super Duty XLT	Nos.		1	
Ford Explorer XLT 3.5L V6	Nos.		2	

Ford Expedition King Ranch	Nos.		1	
Range Rover 5.0L Supercharge	Nos.		1	

Total Cost for List of Items Above USD 243,000,000